

**Master Declaration
Of Covenants, Conditions and Restrictions
for
Tall Pines**

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RECORD VERIFIED
JED PITTMAN
CLERK, PASCO COUNTY, FLORIDA

By *S. Cheham*

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MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TALL PINES

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CLERK, PASCO COUNTY, FLORIDA
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THIS DECLARATION, made on the date hereinafter set forth by AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

WHEREAS, Declarant desires to create a residential community known as TALL PINES on the land more particularly described on Exhibit "A" attached hereto and such other land as may be added thereto pursuant to the terms and provisions of this declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to TALL PINES COMMUNITY ASSOCIATION, INC., its successors and assigns. The "Association" derives all of its powers from this Master Declaration, the Articles of Incorporation, and the By-laws attached hereto for the Master Association, and the Master Association is not a condominium association subject to the Florida Condominium Act (F. S. 718.).

THIS INSTRUMENT PREPARED BY
DONALD R. HALL, ATTORNEY
FOR PASCO COUNTY, FLORIDA

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, Unit or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION.

Section 3. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. These Lots may contain detached or attached housing.

Section 6. "Unit" shall mean and refer to a multifamily residential unit.

Section 7. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Units, streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record or for which a declaration of condominium has been filed of record, shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 8. "Declarant" shall mean and refer to AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, a Florida corporation, its successors and assigns. It shall not include any person or party who purchases a Lot, Unit, or Parcel from AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, however, unless such purchaser is specifically assigned by a separate recorded instrument, some or all of the rights held by AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION as Declarant under this declaration with regard to the conveyed property.

Section 9. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 10. "Articles" shall mean and refer to the articles of incorporation of the Association, including any and all amendments or modifications to those articles.

Section 11. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications to those By-Laws.

Section 12. "General Land Plan" shall mean the general plan of development as described in Article VII Section 1 (b) of this Declaration, including any amendments or modifications to that General Land Plan.

ARTICLE II

PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, including, but not limited to roadways and retention areas, and any improvements thereon, water and sewer lines and systems, to maintain certain decorative entranceways to the Properties within the Properties designated by the Board of Directors; to pay for the costs of street lighting for the Common

Area, guard house and other security facilities, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. Expansion of the Common Area. Additions to the Common Area may be made in accordance with the terms of ARTICLE VII which provides for additions to the Properties pursuant to the General Land Plan as therein more particularly described. The Declarant shall not be obligated, however, to make any such additions. The Declarant has the right, but not the obligation, to add improvements to the Common Area.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, Unit, or Parcel, subject to the following provisions:

A. the right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area;

B. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

C. the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this declaration against his Lot, Unit or Parcel remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

D. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its articles;

E. the right of the Association to grant permits, licenses and easements as to the Common Area or any part thereof for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the project;

F. the right of the Association to otherwise deal with the Common Area as provided by its articles;

G. the right of the Association to open the Common Area and, in particular, the golf course for use by non-members of the Association.

H. The Association has a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants who reside at the Owner's Lot, Unit or Parcel, provided the Owner waives his use in writing.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This section, however, shall not apply to the Declarant.

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

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 7. Title to Common Area. Not later than the time the Declarant no longer exercises voting control over the Association as provided in Article IV of this Declaration, continuously for a period of one (1) year, the Declarant shall convey title and the Association shall accept title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record. Declarant may convey title and the Association shall accept title at any time prior to the time referred to in this Section 7, at Declarant's option.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, Unit, or Parcel which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot, Unit or Parcel shall be entitled to one membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel. The Declarant shall also be a member so long as it owns one or more Lots, Units or Parcels.

Section 2. The Association shall have two classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships and voting rights related thereto, are as follows:

A. Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment: provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member. The voting rights, appurtenant to Class A Lots, Units and Parcels shall be as follows:

1. Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

2. Units. Owners of Class A Units shall be entitled to one (1) vote for each Unit owned.

3. Parcels. The Owner of a Class A Parcel designated on the General Land Plan for Single-Family Residential Use shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the General Land Plan for Multi-Family Residential Use shall be entitled to eight (8) votes per acre. Upon platting or the submission of such Parcel to multifamily residential ownership, any portion so platted or

submitted shall cease being a Parcel.

B. Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:

1. Lots. The Declarant shall be entitled to nine (9) votes for each Class B Lot which it owns.

2. Units. The Declarant shall be entitled to nine (9)

votes for each Class B Unit which it owns.

3. Parcels. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel designated on the General Land Plan for Single-Family Residential Use. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for Multi-Family Residential Use.

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

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
2. On December 31, 1995, or
3. When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VII hereof, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence 2 or 3 above shall have taken place.

D. Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre, and rounding to the nearest whole number. For example, if a Class A Parcel designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to 97 votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the By-Laws.

Notwithstanding the foregoing, the Declarant is required to transfer control of the Association to the unit owners, no later than the earlier of the following events:

- a. Four months after 75% of the units in the project have been conveyed to unit purchasers; or
- b. Five years following conveyance of the first unit in a expandable-phase project.

The term "control" means the right of the Declarant to control the Association, the Association Board, the project, or the unit owners in any manner except through votes allocated to units it owns on the same basis as votes pertaining to sold units.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the other land designated in Article II hereof in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or the Manager.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Contracts: The Owners Association, prior to passage of control, is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days' notice to the other party.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Unit or Parcel owned within the Properties, hereby covenants, and each Owner of any Lot, Unit or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the

Association when necessary or useful; and such other needs as may arise.

Section 3. Special Assessments for Capital Improvements.

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

Section 4. Notice and Quorum for Any Action Authorized

Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum.

Section 5. Assessment Rate. The annual assessment shall be fixed by the Board of Directors and shall be the same for each Class A Lot and Unit. Each Class A Parcel designated on the General Land Plan for Single-Family Residential Use shall be assessed at a rate per acre equal to two hundred percent (200%) of the sum assessed for a Class A lot. Each Class A Parcel designated on the General Land Plan for Multi-Family Residential Use shall be assessed at a rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.

Section 6. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor

Association when necessary or useful; and such other needs as may arise.

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

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Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum.

Section 5. Assessment Rate. The annual assessment shall be fixed by the Board of Directors and shall be the same for each Class A Lot and Unit. Each Class A Parcel designated on the General Land Plan for Single-Family Residential Use shall be assessed at a rate per acre equal to two hundred percent (200%) of the sum assessed for a Class A lot. Each Class A Parcel designated on the General Land Plan for Multi-Family Residential Use shall be assessed at a rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.

Section 6. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor

subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots, Units or Parcels. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give written notice to the Association prior to January 1 of a year, thereby terminating effective as of the last day of February of such year its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit or Parcels owned by the Declarant that has a completed unit with a Certificate of Occupancy, shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for lots, Units or Parcels owned by Class A members other than the Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be pro-rated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots, Units and Parcels that are encumbered by this Declaration. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the Lot, Unit or Parcel shall be assessed in the amount established for Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month

following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area of this Association or any other Homeowners' Association or Condominium Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property utilized for commercial purposes.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, Units or Parcels on the first day of the month following the conveyance of the first Lot, Unit or Parcel to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to be paid monthly against each lot, Unit or Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot, Unit or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, Unit or Parcel is binding upon the Association as of the date of its issuance.

Section 9. Lien for Assessments. All sums assessed to any Lot, Unit or Parcel pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot, Unit or Parcel in favor of the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Unit or Parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot, Unit or Parcel.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot, Unit or Parcel which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot, Unit or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, Unit or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot, Unit, or Parcel pursuant to mortgage foreclosure or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, and such delinquent amount shall be reallocated and assessed to all the Lots, Units or Parcels as a common expense. No sale or transfer shall relieve such Lot, Unit or Parcel from liability for any assessments thereafter becoming due or from the lien thereof

ARTICLE VII

ADDITIONAL PROPERTY

Section 1.

A. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within seven (7) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

B. General Land Plan. The present general plan of development shall not bind the Declarant to make any such additions or adhere to the general plan of development. Such general plan of development may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Land Plan" shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.

Section 2. Procedure for Making Additions to the Properties
Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

A. Additions in Accordance with a General Land Plan.

The Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration, any additional land. In the Declarant's sole discretion, portions of this land may be designated as Common Area.

B. Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the

covenants established by this Declaration with the Properties.

Section 3. General Provisions Regarding Additions to the Properties.

A. The additions authorized under Section 2 (A) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3 (C). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described on attached Exhibit "A".

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

C. Nothing contained in this ARTICLE VII shall obligate the Declarant to make additions to the Properties.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the land added to the Properties or any portion thereof until such land or portion thereof is actually added to Properties in

accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots, Units and Parcels thereof as is provided by ARTICLE IV, Section 2, of this Declaration.

Section 5. - Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots, Units and Parcels which it owns, upon the same terms and conditions as contained in ARTICLE VI, Section 6, of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots, Units and Parcels owned by Class A members other than the Declarant.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by ARTICLE IV, Section 2, of this Declaration to other Owners of Class A Lots, Units and Parcels.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Class A Lots, Units and Parcels within the Properties.

ARTICLE VIII

GENERAL PROVISIONS

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

Section 2 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement. Declarant shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot, Unit or Parcel Owners. Any amendment must be recorded. In addition, approval must be obtained from eligible mortgage holders representing at least 51% of the votes of Lots, Units or Parcels subject to the mortgages. If an addition or amendment is not considered as a material change - such as the correction of a technical error or the clarification of a statement - the implied approval shall be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. For so long as the Declarant owns any Lot, Unit or Parcel in the Properties, any amendment of this Declaration must be approved in writing by the Declarant.

Section 5. Exception.

A. Anything in this Declaration to the contrary notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee, such as a bank, savings and loan association or insurance company, or any governmental agency, such amendment shall be effective upon recording of such amendment, as executed by the Declarant, in the Public Records of Pasco County, Florida, without the necessity of the approval or joinder of any other Owners, or the Association. No such amendment may adversely affect the lien or priority of any institutional first mortgagee recorded prior to the amendment, and shall be subject to the consent of any construction lender if said construction loan is in existence at the time of the amendment.

B. Until the completion of the contemplated improvements on the Properties, and closing of all Lot, Unit or Parcel sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or in the plan of development, as may be required by any lender, governmental authority, or, as may in Declarant's sole judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment shall impair the security or priority of an institutional first mortgagee.

Section 6. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE IX

EASEMENTS

Section 1. Each Lot, Unit or Parcel and the Common Area shall be subject to existing easements for public utilities purposes (including, but not limited to, telephone, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot, Unit or Parcel or the Common Area in furtherance of such easements. The easement areas contained in any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Lot Owner whether or not the utility company properly maintains the easement area.

Section 2. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot, Unit or Parcel) and for the Board of Directors of the Association, without joinder or consent of any person or entity whatsoever, to

grant such additional easements, including, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water or other utility easement, or to relocate any existing utility easement in any portion of the property as the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Lot, Unit or Parcel Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot, Unit or Parcels for permitted purposes.

Section 3. Declarant retains for itself, its successors in interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all streets, roadways, common areas, driveways and walkways that may from time to time exist on the property.

ARTICLE X

USE RESTRICTIONS

Section 1. Model Homes. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, Unit or Parcel, except that real estate brokers, owners, and their agents may show Lots, Units or Parcels, for sale or lease. Every person, firm or corporation purchasing a Lot, Unit or Parcel recognizes that the Declarant, its agents and designated assigns, shall have the right to (1) use Lots, Units or Parcels, and improvements erected thereon, for sales offices, field construction offices, storage facilities and general business offices, (2) maintain fluorescent-lighted or spot-lighted model homes which are open to the public for inspection seven (7) days per week for such hours as the Declarant deems appropriate or necessary, and (3) conduct any other activities on Lots, Units or Parcels to benefit sales efforts. This restriction shall not apply to any portion of the Property that is for commercial use, designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

Section 2. Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings, other than the dwelling and its required garage, shall, at any time, be erected on a Lot, Unit or Parcel and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities used by Declarant, builders or contractors, with the written approval of the Declarant. This restriction shall not apply to any portion of the Property that is for commercial use, designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

Section 3. Maintenance of Improvements. Each Lot, Unit or Parcel Owner shall maintain in good condition and repair all improvements constructed upon his Lot, Unit or Parcel by the Declarant, including, without limitation, the residential dwelling. No Owner, after acquiring title from Declarant, shall change the exterior color of the dwelling on his Lot, Unit or Parcel, including the roof thereof, without the prior written approval of the Board of Directors of the Association.

Section 4. Storage: Clothes Hanging. No Lot, Unit or Parcel shall be used for the storage of rubbish. Outside clothes hanging devices on a Lot, Unit or Parcel shall not be permitted.

Section 5. Lot Upkeep. After acquiring title from Declarant, all Owners of Lots, Units or Parcels whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Unit or Parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot, Unit or Parcel other than in a garage and concealed from public view.

Section 7. Lawns. Each Lot, Unit or Parcel acquired from the Declarant on which there is a completed dwelling shall be maintained in a neat condition by the owner thereof. In this

context, the words "Lot", "Unit" or "Parcel" shall include that portion of property from the boundary of the Lot, Unit or Parcel to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly remulched and kept weeded so that its appearance is in harmony with the neighborhood. All Lots, Units or Parcels must have grassed front lawns and grassed or mulched side and rear lawns. No gravel or similar type lawns are permitted.

Section 8. Failure to Maintain. If the Owner of a Lot, Unit or Parcel shall fail to maintain his Lot, Unit or Parcel as required, either the Declarant or the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot, Unit or Parcel for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefor shall be secured by a lien on the Lot, Unit or Parcel.

Section 9. Age Restriction. Each Lot, Unit or Parcel upon which improvements are completed and which has one (1) or more permanent occupants shall have at least one (1) permanent occupant who is above the age of fifty (50) years, and all permanent occupants must be at least sixteen (16) years of age. Provided, however, that Declarant may initially sell lots, units, or parcels to third parties who are not above the age of fifty (50) years provided that said third parties are not permanent occupants. This waiver of age restriction shall only apply to the Declarant. A "permanent occupant" shall be defined in these restrictions as all persons who occupy a Lot, Unit or Parcel for more than eight (8) weeks in any calendar year. The Declarant, or the Association, shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of persons under the age of sixteen (16) years.

Section 10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property. All animals shall be on a leash when outside the Owner's Lot.

Section 11. Signs. No signs shall be displayed on Lots, with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to maintain signs of any type and size on Lots and Parcels which it owns and on the Common Area, in connection with its development and sale of Lots, Units and Parcels. There shall be no outside antennas of any kind or television receiving disks.

Section 12. Water Retention Areas. Each Owner of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of his Lot. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the Board of Directors. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

Section 13. Vehicles. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicle not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage

and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less.

ARTICLE XI

ARCHITECTURAL CONTROL

No exterior change or modification shall be made to any residential dwelling constructed by the Declarant on a Lot, Unit or Parcel, nor shall any fences, wooden, wire, or any other kind, walls, structures or improvements be added to a Lot, Unit or Parcel after it has been conveyed by the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No approval shall be given by the Board of Directors or its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall (1) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties. Neither the Association, the Board, nor any member of the Board or its designated committee, shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article.

ARTICLE XII
SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS
OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

1. The Association shall allow all Owners, their lenders, insurers, and guarantors of first mortgages to inspect, during normal business hours, all of the records, books and financial statements of the Association.

2. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot, Unit or Parcel in the Properties.

3. The Association shall maintain an adequate reserve fund for the periodic maintenance and repair and replacement of improvements of the Common Area, which shall be funded from regular monthly assessments for common expenses.

4. Upon written request, the Association shall furnish the following notices to the holder, insurer, or guarantor of any mortgage on any Lot, Unit or Parcel in the Properties:

(a) Notice of any condemnation or casualty loss that affects a material portion of the Property or the applicable Lot, Unit or Parcel.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Lot, Unit or Parcel.

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

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

5. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

6. As used herein, the terms "institutional mortgagee" or "lender" shall be deemed to include the Federal National Mortgage

Association, the Federal Housing Authority and the Veterans Administration, as applicable.

7. A working capital fund is required for the initial months of the project's operation equal to at least two months' assessments for each Lot, Unit or Parcel. Each Lot, Unit or Parcel's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot, Unit or Parcel and maintained in an account for the use and benefit of the Association.

8. The right of a unit owner to sell, transfer, or otherwise convey his or her Lot, Unit or Parcel is not subject to any right of first refusal or similar restriction.

9. The constituent documents do not restrict the Lot, Unit or Parcel owner's right to mortgage his or her Lot, Unit or Parcel. In addition, they do not limit the Lot, Unit or Parcel owner's financing options by requiring the use of a specific lending institution or a particular type of lender.

10. The marketing and sales of the Lots, Units or Parcels in the project shall comply with any applicable "Blue Sky" law or other laws of the jurisdiction or locality governing the development and sale of real property, the Securities Act of 1933, or the Securities Exchange Act of 1934.

ARTICLE XIII

INSURANCE

Section 1. Duty to Insure. The Association and each Owner shall maintain in full and effect the policies of insurance required under this Article. Policies of the Association may provide for the issuance of mortgagee endorsements to the holders of first mortgages upon Lots, Units and Parcels and, if the insurance company will agree, may provide that the insurer waive his right of subrogation against or between the individual Owners, the Association, or its delegate.

Section 2. Common Area Property Coverage. The Association or its delegate shall insure all Common Areas and Property through non-assessable policies with companies licensed to do business in

the State of Florida, against destruction or loss by fire and other casualty, in amounts and upon terms and provisions as it shall deem acceptable. All structural improvements upon real property shall be insured for their replacement value. In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to the Common Areas and Property covered by the policy, with any excesses to be paid to the Owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in a form or manner which is at least equal to the original quality. If the insurance proceeds are insufficient to cover the loss the Association shall levy an assessment against the Lot, Unit or Parcel Owners in accordance with the provisions of this Declaration to cover the deficiency.

Section 3. Election Not to Repair. If the Common Areas and Property are damaged or destroyed in excess of fifty percent (50%) of its value at the time of loss, and if seventy-five percent (75%) of all Owners shall elect not to rebuild, repair or replace the Common Area or Property, the insurance proceeds shall be distributed to the Owners and their mortgagees as their interest may appear.

Section 4. Liability Insurance. The Association shall obtain and keep in effect a comprehensive public liability insurance policy insuring the Association, its Board of Directors, officers and the Owners who are its members, against possible liabilities arising out of the use and ownership of the Common Areas and Property. This policy shall be in an amount of not less than \$500,000.00 for claims or damages for personal injuries from any single cause to any one person, and for not less than \$1,000,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal injuries alleged against the insured parties. The insurance shall also provide for a minimum of \$50,000.00 property damage coverage.

Section 5. Additional Insurance. The Association is authorized to carry such further policies of insurance as may, from time to time, be required by state law, or as its Board of Directors may deem appropriate.

Section 6. Insurance Coverage by Owners. Each Owner must keep in full force and effect at all times a full replacement value insurance policy insuring his Lot, Unit or Parcel and Living Unit, and also providing coverage for the Owner's personal tort liability in amounts set and determined by the Association. Premiums for such insurance shall be paid for annually, and proof of payment shall be furnished to the Association, together with a copy of all such policies. In the alternative and at its option, the Association may purchase the replacement value insurance for the Living Units and the liability coverage for the Lots, Units or Parcels with the costs of such insurances then being included as a part of the regular budget of the Association expenses, assessible and collectible as set forth elsewhere herein. In such event, the Association shall not be liable or responsible to any Lot, Unit or Parcel Owner for the adequacy of such insurance coverage.

ARTICLE XIV

TERMINATION

This Declaration may be terminated at any time by an instrument signed by the Class B Member, if any, and by not less than eighty percent (80%) of the Owners of all Lots, Units and Parcels which are subject to these provisions, and the consent and concurrence of a majority of all Mortgagees having First Mortgage interests in Lots, Units or Parcels.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of ~~March~~ January, 1985.

Signed, sealed and delivered
in the presence of:

Deborah A. Fumia
[Signature]

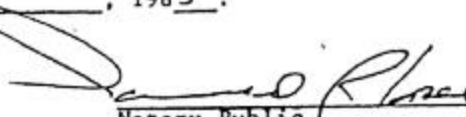
AMERICAN MANAGEMENT AND
DEVELOPMENT CORPORATION

By [Signature]
PRES. DS. J.
By [Signature]
SECRETARY

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Frank P. Macagnone and Billy R. Barnes as President and Secretary respectively of AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 12 day of MARCH, 1985.



Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 14, 1987
BONDED THRU GENERAL INS. UNO.



CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, THAT:

SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a Florida corporation ("Mortgagee"), the owner and holder of a mortgage from AMERICAN MANAGEMENT & DEVELOPMENT CORPORATION, a Florida corporation, in the original amount of \$9,000,000.00 recorded in Official Records Book 1333, Page 466, Public Records of Pasco County, Florida, hereby consents to the Declaration of Covenants, Conditions and Restrictions of the Tall Pines Community Association, Inc., and the recording of such Declaration in the Public Records of Pasco County, Florida.

Dated this 27th day of March, A. D., 1985.

Signed, Sealed and delivered in the presence of:

Deirdre A. King
William C. Frame

SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a Florida corporation

By William C. Frame
Executive U.P.

(S E A L)



STATE OF FLORIDA

COUNTY OF PALM BEACH

200006 10 2079 04-10-85 21
12:19

BEFORE ME this day personally appeared WILLIAM C. FRAME as Exec. V. President 137.00
137.00

of SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes stated therein.

WITNESS my hand and official seal this 27th day of March, A. D., 1985.

Deirdre A. King
Notary Public

My Commission Expires:

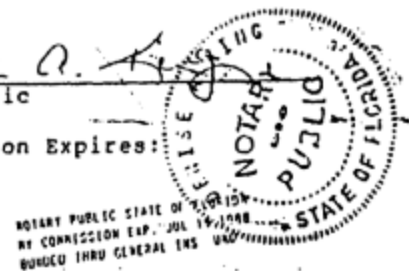


EXHIBIT "A"

DESCRIPTION OF

PARCEL E

A portion of Sections 31 and 32, Township 25 South, Range 17 East, Pasco County, Florida, being further described as follows:

Commence at the Northeast corner of said Section 31, thence run along the East boundary line of the Northeast 1/4 of said Section 31, South 0° 18' 00" West, a distance of 1,383.88 feet to a point on the Southerly right-of-way line of Massachusetts Avenue Extension for a POINT OF BEGINNING, said Point of Beginning being North 0° 18' 00" East, a distance of 1,199.68 feet from the Southeast corner of the Northeast 1/4 of said Section 31; thence along the said Southerly right-of-way line, the following courses and distances: South 72° 02' 38" East, 52.52 feet; 12.01 feet along the arc of a curve to the left to a point lying on the said Southerly right-of-way line, said curve having a radius of 1,530.00 feet and a chord of 12.01 feet which bears South 72° 16' 07" East; thence South 12° 14' 12" West, a distance of 931.57 feet; thence South 65° 51' 55" West, a distance of 529.14 feet; thence North 13° 55' 20" East, a distance of 499.53 feet; thence North 32° 20' 53" West, a distance of 243.97 feet; thence South 74° 31' 26" West, a distance of 601.63 feet; thence South 25° 06' 34" West, a distance of 447.37 feet; thence North 80° 04' 06" West, a distance of 375.66 feet; thence South 65° 33' 25" West, a distance of 630.12 feet; thence South 19° 26' 42" West, a distance of 423.75 feet; thence South 08° 20' 13" West, a distance of 494.59 feet; thence North 32° 10' 25" West, a distance of 680.25 feet to the Southerly right-of-way line of Massachusetts Avenue Extension; thence along the said Southerly right-of-way line the following courses and distances: 496.58 feet along the arc of a curve to the left, said curve having a radius of 1,260.00 feet and a chord of 493.37 feet which bears North 48° 11' 43" East; North 36° 54' 17" East, 990.05 feet; 1,822.92 feet along the arc of a curve to the right, said curve having a radius of 1,470.00 feet and a chord of 1,708.34 feet which bears North 72° 25' 49" East; South 72° 02' 38" East, 343.41 feet to the POINT OF BEGINNING.

The above described parcel contains 48.320 acres more or less.

