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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

FOR

WYNDTREE - VILLAGES 11 AND 12

THIS DECLARATION, made on the date hereinafter set forth by **SCHICKEDANZ BROS - PINELLAS, LTD.**, a Florida limited partnership whose address is 2692 Coral Landings Blvd., Palm Harbor, Florida 34684, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

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

WHEREAS, Declarant desires to create an exclusive residential community known as Wyndtree - Villages 11 and 12, on the land described in Exhibit "A" attached hereto and incorporated herein by reference, and such other land within the Exhibit "A" land as may, from time to time, be added thereto pursuant to the terms and provisions of this Declaration.

NOW, THEREFORE, the Declarant hereby declares that the real property described in attached Exhibit "A" 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, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association (as hereinafter defined), including any and all amendments or modifications thereof.

Section 2. "Association" shall mean and refer to Wyndtree - Villages 11 and 12 Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 4. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 5. "Common Area" shall mean and refer to all real property, including the improvements thereto, owned from time to time by the Association for the common use and enjoyment of the Lot Owners, members of said Association, including but not limited to streets, roads, sidewalks, pool, walkways, bridges, parkways and gates. The Common Areas shall consist of these areas designated on the Plat as "Tracts" "A", B, C and R.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Areas; medians, shoulders, roadways and certain boundary walls and entrance signs, irrigation systems, any obligations under any Southwest Florida Water Management District permits assigned to the Association within the Properties (as hereinafter defined).

Section 7. "County" shall mean and refer to Pasco County, Florida.

Section 8. "Declarant" shall mean and refer to Schickedanz Bros - Pinellas, Ltd., a Florida limited partnership, its successors and assigns. It shall not include any person or party who purchases a Lot (as hereinafter defined) from Declarant, however, unless such purchaser is specifically assigned as to such lot, by separate instrument recorded in the County, some or all of the rights held by Schickedanz Bros - Pinellas, Ltd., as Declarant hereunder, with regard to such lot.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Wyndtree - Villages 11 and 12 and any amendments or modifications thereof hereafter made from time to time.

Section 10. "Dwelling Unit" shall mean and refer to single-family residential unit constructed upon a Lot (as hereinafter defined).

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

Section 12. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 13. "Front Street Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

Section 14. "Front Dwelling Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

Section 15. "Rear Yard Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

Section 16. "Side Dwelling Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

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

Section 18. "Side Yard Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

Section 19. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 20. "Institutional Lender" shall mean and refer to any federal or state chartered bank, insurance company, VA (as hereinafter defined) or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, or federal or state chartered savings and loan association or savings

bank or any private or governmental institution which has insured the loan of the Lender or any combination of the foregoing entities.

Section 21. "Institutional Mortgage" shall mean and refer to any first mortgage on a Lot (as hereinafter defined) held by an Institutional Lender.

Section 22. "Lot" shall mean and refer to the least fractional part of the subdivided lands within the Plat (as hereinafter defined) and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area or parcel of land designated as a "Tract".

Section 23. "Owner" shall mean and refer to the fee simple owner or owners of a Lot, other than Declarant.

Section 24. "Parcel" shall mean and refer to any part of the Properties (as hereinafter defined) when said Parcel is recorded in the Public Records of the County, other than a Common Area, Lot, dedicated 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 shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots.

Section 25. "Plat" shall mean and refer to the plat of the Properties (as hereinafter defined) as recorded in the Public Records of Pasco County.

Section 26. "Properties" shall mean and refer to the real property described in Exhibit "A" to this Declaration and such addition thereto, if any, which may be made pursuant to this Declaration.

Section 27. "Restrictions" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any amendments or modifications thereof hereafter made from time to time.

Section 28. "Structure" shall mean and refer to the structure as that term is defined by Zoning Ordinance of Pasco County in effect at the time of the recording of this Declaration.

Section 29. "Unimproved Lot" shall mean and refer to a Lot owned by Declarant for which a certificate of occupancy or completion of a Dwelling Unit has not been issued by the appropriate governmental authority.

Section 30. "VA" shall mean and refer to Veterans Administration.

Section 31. "Voting Member" shall mean and refer to the Owner or the Declarant who is authorized to cast the vote for the Lot they own as set forth in this Declaration.

Section 32. 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 II

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PROPERTY SUBJECT TO THIS DECLARATION AND PURPOSE

Section 1. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pasco County, Florida, and is more particularly described in Exhibit "A" attached hereto. Declarant reserves the right to add additional property to the Properties.

Section 2. Operation, Maintenance and Repair. The Declarant, in order to insure that the Common Areas and other land for which the Association is or may become responsible for under this Declaration 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, to the extent the same are not maintained by a public or private utility or governmental agency, the Common Areas, and any improvements thereon, including but not limited to any swimming pool, recreational structures and facilities; the decorative entrance ways to the Properties and landscaped medians, entrance gates, shoulders, surfaces and subsurfaces of any and all private streets, and roadways common to the Properties, within the Properties; to maintain Lots as provided in this Declaration; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain as well as irrigation system located within individual Lots installed by Declarant or its designee; and take such other action as the Association is authorized to take with regard to the Properties pursuant to the Articles of Incorporation, By-Laws and this Declaration.

Section 3. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties and obligations set forth in Section 1 of this Article and as required by this Declaration are hereby declared to be common expenses.

Section 4. Damages Caused by Owners, Etc. Notwithstanding Section 2 of this Article, should the maintenance, repair or replacement provided for in Section 1 of this Article be caused by the negligence or misuse, intentional act or otherwise, of or by an Owner or occupant of the Owner's Dwelling Unit or guest of the Owner, said Owner shall be responsible to the Association for all costs incurred in said maintenance, repair or replacement and the Association shall have the right to a lien against the Lot and the Owner thereof for the costs of such maintenance, repair or replacement, said lien to be of the same nature and have the same force and effect as a lien created hereunder for delinquent assessments.

Section 5. Easement for Maintenance. The Declarant hereby reserves to itself and grants to the Association a non-exclusive, perpetual easement as to the Properties and any Lot to the extent reasonably necessary to discharge its duties of maintenance under this Declaration. In addition, Declarant reserves to each Owner a three foot (3') wide non-exclusive easement over, along and across the side Lot Lines of any adjoining Lot to permit such Owner to discharge their duty to maintain any privacy fence or barrier installed by Declarant along the Lot Lines of any Lot, if any, which is not maintained by the Association and to grade or regrade any Lot or part thereof in order to maintain the drainage plan or scheme for the Properties. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 6. Owner's Maintenance Responsibilities. Except as otherwise provided herein the responsibility of the Owner shall be to maintain, repair and replace, at their sole expense, their Lot and all portions of their Dwelling Unit, privacy walls and fences,

if any, located on an Owner's Lot, not otherwise maintained by the Association, and to promptly report to the Association any defect or need for repairs when the responsibility for the remedying of which is that of the Association. Notwithstanding anything contained herein to the contrary, it is understood portions of certain Lots are designated on the Plat as Conservation/Natural Areas. The Owner's rights with respect to these Areas as so designated are limited in accordance with the terms of the Plat.

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 Areas, which right and non-exclusive easement shall be appurtenant to and shall pass with the title to every Lot and shall include, but not be limited to, the Members right of ingress and egress over the streets, roadways and walkways within the Properties and common to the Properties for the purposes of access to the Members Lots which right of ingress and egress shall not be subject to any fee or charge, subject however 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 Areas;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities, if any, situated upon the Common Areas, except for any streets or roadways thereon;

(c) The right of the Association to suspend right to use of the Common Areas by an Owner for any period during which any assessment levied under this Declaration against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas or streets, roadways, and walkways common to the Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Voting Members. No such dedication or transfer shall be effective unless approved, in writing, by not less than two-thirds (2/3) of each class of Voting Members and no such dedication or transfer shall limit or impair the rights of ingress and egress for any Lot within the Properties.

(e) The right of the Association to grant easement as to the Common Areas or any part thereof or streets, roadways, and walkways common to the Properties, as provided by this Declaration or the Articles;

(f) The right of the Association to otherwise deal with the Common Areas and the streets, roadways and walkways common to the Properties as provided by this Declaration or the Articles; and

(g) The right of the Declarant, without approval of the Association or Member, to dedicate easements and rights of way over common areas and the streets, roadways and walkways common to the Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities, if any, to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside at the Owner's Lot.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or any family member, tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Areas 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 any Common Area without the prior written approval of the Board of Directors, which approval may be arbitrarily withheld by the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on any Common Area without the prior written approval of the Declarant. This Section shall not apply to the Declarant. The Declarant shall have the right and any easements necessary to the exercise thereof to erect, construct and maintain signs of any nature on any Common Area.

Section 5. Animals. No animals shall be permitted on or in the Common Areas 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 of the Common Areas shall violate the reasonable rules and regulations for the use of the Common Areas as the same are, from time to time, adopted by the Board of Directors.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. General Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest in a Lot and also does not include an interest in a Lot merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two (2) or more persons or other legal entities, all such persons or entities shall be members. An Owner of more than one (1) Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot to the grantee named in such conveyance. The Declarant shall also be a member so long as it owns one (1) or more Lots.

Section 2. Voting Members. As to each Lot owned by one (1) or more Owners, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one (1), and only one (1), of the Owners of such Lot as the Voting Member for that Lot. Such Certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new Certificate is subsequently duly executed by all Owners and filed with the Secretary of the Association. Only the person named in such Certificate, or their duly appointed proxy, if permitted by law, shall be allowed to cast a vote for the subject Lot. A Lot which does not have on record with the Secretary of the Association a valid Voting Member Designation Certificate shall not be entitled to a vote; nor shall such Lot be counted as existing for the purposes of determining any percentages or fractions for voting purposes or for total outstanding votes or quorums under this Declaration or for the Articles, By-Laws or the Association.

Section 3. Classes of Memberships Established. The Association shall have not more than two (2) classes of membership, as follows:

(a) Class A Membership. Every owner of a Lot, other than the Declarant, shall be a Class A member of the Association.

(b) Class B Membership. The Declarant shall be the Class B member of the Association until such Class B membership is converted to Class A membership, at Declarant's option, as hereinafter set forth. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever earlier occurs:

1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

2. Three (3) months after ninety (90) percent of the Lots have been sold and transferred by Declarant; or

3. Five (5) years following conveyance of the first Lot by Declarant to an Owner; or

4. When the Declarant waives in writing its right to Class B membership.

(c) Re-establishment of Class B. Notwithstanding the foregoing, if at any time or times subsequent to any conversion set forth in (b) above, additional land is added to the Properties by the Declarant, such additional land shall automatically be and become Parcels or Lots, as appropriate. Following such addition of land, the total votes allocable to all Lots and Parcels then owned by the Declarant shall be calculated as Class B votes and if then the Class B votes shall exceed the remaining Class A membership excluding the Declarant, then all Class A Lots and all Parcels owned by the Declarant shall automatically be reconverted to Class B.

(d) Voting for Class A Lots. The Owners of any Lot who are Class A members pursuant to this Declaration shall have one (1) vote for each Lot owned by them subject, however, to the requirements and limitations set forth in Section 2 of this Article.

(e) Voting for Class B Lots. The Class B member shall, as to all Lots owned by it within the Properties, be entitled to ten (10) votes for each such Lot.

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 and the rights of any public or private utility or any governmental agency having facilities within the Common Areas, shall be responsible for the exclusive management and control of the Common Areas, any common boundary fence or wall installed by Declarant and shall keep the same in good, clean and proper condition, order and repair, any well and the irrigation system installed by Declarant or its designee on individual Lots and maintenance of the Lots as described in this Declaration. Additionally, except as otherwise provided for herein, 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 Areas and performance of its other obligations under this Declaration.

Section 2. 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 3. 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 monies to be insured or bonded with adequate fidelity insurance or bonds.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, 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 in this Declaration, the Articles, By-Laws or such laws.

ARTICLE VI

EXPENSES

Section 1. Common Expenses. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles or the By-Laws are deemed to be and hereby are common expenses.

ARTICLE VII

COMMON EXPENSE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Common Expense Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Periodic Assessments or Charges; (2) Special Assessments for capital improvements; and (3) other expenditures by the Association hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the Assessment fell due.

Section 2. Purpose and Basis of Assessments.

(a) The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots, including, but not limited to, the payment of taxes and insurance on the Common Areas, and repair, maintenance, replacement and additions thereto, and for the cost of labor, equipment, materials, management, maintenance and supervision thereof.

(b) "Periodic Assessments" shall mean all Assessments for the purposes described in this Section 2, except for Special Assessments described below.

(c) A "Special Assessment" may be levied by the Board of Directors in any Assessment Year 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 Areas, provided that any such

assessment shall have the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for the purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such Assessment.

(d) In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his family, guests, invitees or employees, to comply with any provision in this Declaration or the Articles, Bylaws or Rules and Regulations of the Association, provided that the following procedures are follows:

(i) The Association shall notify the Owner in writing of the infraction or infractions. The Notice shall include the date and time of the next Board of Directors Meeting at which the Owner shall have the right to present testimony as to why the Special Assessment should not be imposed.

(ii) The noncompliance shall be presented to the Board of Directors at the meeting described in the Notice. At such meeting a hearing shall be conducted to obtain testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

(iii) The Board of Directors may impose the following Special Assessments against the Owner of the Lot in the event a violation is found:

(A) A Special Assessment in an amount not in excess of \$50.00.

(iv) A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision is rendered as provided in Subsection (d) (ii) above.

Section 3. Date of Commencement of Periodic and Special Assessments; Due Dates; Assessment Period.

(a) Periodic Assessments shall commence as to each Lot on the date of conveyance by the Declarant to a Class "A" Member.

(b) The due date of any Assessment shall be fixed in the resolution authorizing such Assessment. The Assessments (Periodic or Special) shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board.

(c) Declarant, at its option, shall have the right to require the initial first years Periodic Assessment, or any part thereof to be paid on the date of conveyance by the Declarant of the Lot or Lots to the Class A Member.

Section 4. Periodic and Special Assessments.

(a) Until the Turnover Meeting, the Periodic Assessments for all Class "A" Members shall be established by the Declarant.

(b) Until the Turnover Meeting, the Declarant shall not pay any Periodic Assessments or Special Assessments, but the Declarant shall pay the difference in cost between the sum of all Periodic Assessments collected from Class "A" Members and the actual cost of operation of the Association. The Declarant may increase the Periodic Assessments from time to time (prior to the Turnover Meeting) to cover any increase in the actual cost of operation of the Association. The Declarant may at any time commence paying Assessments as to Lots that it owns and thereby automatically terminate the obligation to fund deficits, but at any

time thereafter the Declarant may again elect to follow the procedures specified in the two preceding sentences.

(c) As to each class of Members, all Periodic and Special Assessments shall be at a uniform rate for each Lot. The Properties have been subdivided into 115 individual Lots. Except as otherwise set forth herein as it relates to Declarant, each Lot shall be responsible for 1/115th of any Periodic and Special Assessment or either of them.

(d) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after the Turnover Meeting, provided that written notice thereof containing a copy of the newly adopted budget outlining the Assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Section 5. Duties of the Board of Directors.

(a) The Board of Directors of the Association shall prepare budgets and a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment for each Assessment Year shall be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

Section 6. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees.

(a) If any Assessment against a Lot is not paid on the date when due as established pursuant to Section 3, then such Assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Lot which shall bind such property in the hands of the then owner, his heirs devisees, personal representatives and assigns. Such lien shall take priority from the date the notice of lien is filed in the Public Records of Pasco County, Florida, which notice shall state the description of the property, the owner's name, the amount due and the due date, and shall be prior and superior to the creation of any homestead status. Every Owner consents to the imposition of such lien prior to any homestead status until paid in full. The personal obligation of the then Owner to such Assessment shall remain his personal obligation for the statutory period of limitations.

(b) If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding Assessments and/or bring an action to foreclose the lien against the Lot; and there shall be added to the amount of such Assessment all costs of collection, including, but not limited to, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, as well as any paralegal fees and attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the Assessments and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action.

(c) In addition to the foregoing remedies, the Board of Directors may assess a "Late Fee" of eighteen percent (18%) per annum of the delinquent Assessment for each Periodic or Special Assessment which is more than ten (10) days delinquent.

Section 7. Exempt Property. There shall be exempted from the Assessments, charges and liens created herein (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use exclusive of any Lot, and (b) any Unimproved Lot retained by the Declarant after the Turnover Meeting.

SECTION 8. RESERVE ACCOUNT. UPON THE CLOSING OF THE PURCHASE OF EVERY LOT IN THE PROPERTIES PURCHASED FROM DECLARANT, DECLARANT SHALL COLLECT AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00) WHICH MONIES WILL BE APPLIED TOWARD THE GENERAL EXPENSE AND COMMON EXPENSES OF THE ASSOCIATION OR, AT THE ELECTION OF DECLARANT, MAY BE PLACED IN SUCH RESERVE ACCOUNTS AS DECLARANT MAY DEEM APPROPRIATE.

SECTION VIII

GENERAL PROVISIONS ON ASSESSMENTS

Section 1. Application. The provisions of this Article shall apply to Class A and Class B members.

Section 2. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection including reasonable attorney's fees, shall be secured until paid in full by a continuing lien on such Lot in favor of the Association.

Section 3. 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 rate of 18% percent per annum. The Association may bring an action at law against the Owner personally obligated to pay such Assessment, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 4. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

Section 5. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any Institutional Mortgage which is given to or held by an Institutional Lender or which is guaranteed or insured by the FHA

or VA. The sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. the Association shall, upon written request from an Institutional Lender, report to any such Institutional Lender any Assessments remaining unpaid on the Lot for which they hold or guarantee an Institutional Mortgage for a period longer than sixty (60) days after the same have become due, and shall give such Institutional lender a period of thirty (30) days from the date of such request in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such Institutional Lender first shall have furnished to the Association written notice of the existence of its Institutional Mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such Institutional Lender holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Declaration.

Section 7. Certificate of Amounts Due. The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. All of the Properties shall be known and described as residential property and no more than one (1) single-family Dwelling Unit may be constructed on any Lot.

Section 2. Structures. Except as originally constructed by Declarant or its designees or thereafter reconstructed to repair damage or destruction to the original Dwelling Unit, no Dwelling Unit shall be erected nearer to a Front Street Line than 20 feet, nearer to Rear Yard Line than 15 feet. Above ground swimming pools of any type are prohibited.

Section 3. Dwelling Unit. No Dwelling Unit shall have a square foot area of less than Thirteen hundred (1300) square feet, exclusive of screen enclosed areas, open porches, terraces, patios and garages. Each Dwelling Unit shall have at least one (1) inside bath, each containing at least one (1) shower or tub, one (1) toilet and one (1) wash basin. No Dwelling Unit shall exceed Two (2) stories in height. A shrubbery planting shall be in front of each Dwelling Unit, which planting shall comply with Pasco County regulations. All Lots must be fully sodded. Corner Lots are subject to limitations on plantings all as designated on the Plat.

Section 4. Easements.

(A) PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE AREAS ARE HEREBY RESERVED TO DECLARANT AND THE COUNTY IN AND TO ALL UTILITY EASEMENT AND DRAINAGE EASEMENT AREAS SHOWN ON THE PLAT, WHICH EASEMENTS SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT OF REASONABLE ACCESS OVER LOTS AND COMMON AREAS TO AND FROM THE EASEMENT AREAS, AND DECLARANT AND THE COUNTY EACH SHALL HAVE THE RIGHT TO CONVEY IN WHOLE OR IN PART SUCH EASEMENTS ON AN EXCLUSIVE OR NON-EXCLUSIVE BASIS TO ANY PERSON, CORPORATION OR GOVERNMENTAL ENTITY. NEITHER THE EASEMENT RIGHTS RESERVED PURSUANT TO THIS SECTION OR AS SHOWN ON THE PLAT SHALL IMPOSE ANY OBLIGATION ON DECLARANT TO MAINTAIN SUCH EASEMENT AREAS,

OR TO INSTALL OR MAINTAIN THE UTILITIES OR IMPROVEMENTS, OR ANY DRAINAGE, RETENTION OR DETENTION AREAS THAT MAY BE LOCATED ON, IN OR UNDER SUCH EASEMENTS, OR WHICH MAY BE SERVED BY THEM. WITHIN ANY SUCH EASEMENT AREAS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH ACCESS TO OR THE INSTALLATION, USE AND MAINTENANCE OF SUCH EASEMENT AREAS OR ANY UTILITIES OR DRAINAGE FACILITIES CONTAINED THEREIN, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OR OBSTRUCT OR RETARD THE FLOW OF DRAINAGE WATER IN ANY SUCH EASEMENT AREAS, OR WHICH MAY REDUCE THE SIZE OF ANY WATER RETENTION AREAS CONSTRUCTED BY DECLARANT IN SUCH EASEMENT AREAS. DECLARANT RESERVES TO ITSELF AND THE ASSOCIATION, AFTER TURNOVER, THE RIGHT TO ENTER ANY LOT TO ELIMINATE ANY ADVERSE CONDITION EXISTING THEREON, INCLUDING THE RIGHT TO GRADE OR REGRADE ANY LOT IN ORDER TO MAINTAIN THE DRAINAGE PLAN OR SCHEME FOR THE PROPERTIES. THE EASEMENT AREAS OF EACH LOT, WHETHER AS RESERVED HEREUNDER OR AS SHOWN ON THE PLAT AND ALL IMPROVEMENTS IN SUCH EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT UPON WHICH SUCH EASEMENT EXISTS, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY, UTILITY COMPANY OR THE ASSOCIATION PURSUANT TO THIS DECLARATION IS RESPONSIBLE. WITH REGARD TO SPECIFIC EASEMENTS FOR DRAINAGE SHOWN ON THE PLAT, THE DECLARANT SHALL HAVE THE RIGHT, BUT WITHOUT ANY OBLIGATION IMPOSED THEREBY, TO ALTER OR MAINTAIN DRAINAGE FACILITIES IN SUCH EASEMENT AREAS, INCLUDING SLOPE CONTROL AREAS. NO OWNER SHALL ALTER OR MODIFY THE DRAINAGE FLOW ON THEIR LOT WITHOUT PRIOR WRITTEN APPROVAL OF DECLARANT.

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

(c) The Declarant, for itself and its successors and assigns and for the Association may reserve a landscape and signage easement running along the perimeters of certain Lots within the Properties as more specifically shown on the Plat or other instrument recorded in the Public Records of the County, for the purposes of construction of monument signage. Once such monuments or signs have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace such monuments and signs in a neat and aesthetic condition like that as originally constructed. Declarant shall have the right, but not the obligation, to maintain, repair, replace or remove such monuments and signs and shall have all easements reasonably necessary upon the Properties to permit Declarant to exercise such rights. Nothing in this Section shall be construed to obligate Declarant to construct any such monuments or signs. Notwithstanding anything contained herein to the contrary Declarant reserves to itself and the Association an easement over, along, across and under the property described in Exhibit "C" for and as landscape areas, signs, sidewalks, roads and streets, walls, fences, and including the right of installation and maintenance and the right of reasonable access to and from the said Easement Area. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on any Plat, however, shall impose any obligation on the Declarant to maintain such Easement Areas or to install or maintain any landscape areas, walls, fences, signs, or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas.

(d) Declarant hereby grants and conveys to the Association and the Owner of each and every Lot in the Properties, their heirs, mortgagees, personal representatives, successors and assigns a perpetual, non-exclusive easement appurtenant to each Lot within the Properties for the purpose of ingress and egress by pedestrian and vehicular traffic over, along, and across each and every road or roadway as shown on the Plat; reserving, however, unto the Declarant the unrestricted right to grant like non-exclusive easements over the same roads and to grant easements for utilities to utility companies and public bodies for public and/or private utility services within the Properties in the same roads which are subject to this grant.

The term road as used herein to describe the servient tenement which is impressed with the easement shall include all real property shown on the Plat as roads, lanes, streets, boulevards, avenues, courts, drives and like designations and is otherwise designated as "Tract" "C" on the Plat. It is understood and acknowledged that within "Tract" "C" are other uses in addition to the road and that such additional permitted uses, functions or activities shall not diminish or impair that portion of "Tract" "C" utilized as road, roadways or streets and all such functions may coexist within "Tract" "C".

Ownership by Declarant of both the Lots benefitted by the easement granted and created herein and of the roads which are subjected to said easement shall not cause any merger or impairment of said easement.

Every deed from Declarant of any Lot in Properties shall automatically carry with it as an appurtenance to such Lot the easement hereby created, whether or not specifically mentioned in any such deed, and this easement shall thereafter run with the title to said Lot in perpetuity.

(e) The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Article IX, Section 4, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements.

(f) A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency service, such as fire, ambulance and rescue services, for the purpose of ingress and egress of pedestrian or vehicular traffic over and across each and every road as shown on the Plat.

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

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

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

(j) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas, or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Areas shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

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

(l) There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any Dwelling Unit or improvement; for lateral and subjacent support; for roofs and eaves installed by Declarant or its designees and for replacements thereof; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 5. Use of Accessory Structures. Other than the Dwelling Unit and its garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, that temporary buildings, mobile homes, or field construction and sales offices may be used by Declarant and its agents contractors and subcontractors in connection with construction work and sales office so long as Declarant owns any Lot within the Properties. No recreation vehicle may be used as a residence or for any other purpose on any Lot. Declarant so long as Declarant owns any Lot may utilize any Lot as a parking Lot in connection with its sales and construction activities.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Dwelling Units in the Properties for sale or lease. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Properties recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or Dwelling Units erected thereon for sales offices, field construction offices, storage facilities, general business offices, parking lots, (ii) maintain lighted or spotlight furnished model Dwelling Unit in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary; and (iii) to construct additional Dwelling Units and other improvements upon the Properties. Declarant's rights under the preceding sentence, except that of construction of Dwelling Units and other improvements, shall terminate on the sale and closing of the last Lot owned by Declarant, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of the County. It is the express intention of this Paragraph that the rights granted Declarant to maintain sales offices, general business offices and

model Dwelling Units shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall also benefit Declarant in the construction, development and sale of such other real property which Declarant may own.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No person owning or in custody of a dog shall allow the dog to stray or go upon any other Owner's Lot without the consent of the Owner of such Lot. No more than a total of two (2) animals may be kept on any Lot. Every dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences. Walls and Hedges. Except as to fences, screen enclosure, walls or hedges originally constructed or planted by or with the written authorization of the Declarant, if any, no fences, screen enclosure, walls or hedges of any nature may be erected, constructed or maintained upon any Lot except in accordance with the terms and conditions of this Declaration and the Building and Zoning Codes of Pasco County; provided, however, that no such fence, screen enclosure, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a Subdivision privacy fence or monument as provided in Subsection 4(c) of this Declaration or which abuts or runs along the boundary of any pond, lake, water body, common area, recreation area or facility.

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

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

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the area between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the afore-described area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be susceptible of being lifted and removed by one (1) person in three (3) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas. Except as otherwise provided herein, no exterior radio, television or other electronic antennas, aerials or satellite dishes shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages. Nothing contained herein shall prohibit the installation and maintenance of satellite dishes not in excess of 18" in diameter mounted below the eave line of the roof at its lowest point on the side or rear of the Dwelling Unit and not in the front of said Dwelling Unit. Such 18" satellite dish may be mounted on a free standing pole or post within an already existing planting bed adjacent to but not in front of the Dwelling Unit.

Section 13. Street Lighting. All street lighting on the Properties shall be in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect. It is acknowledged that a separate street lighting district may be created for the Properties and each Owner shall be responsible for any such street lighting charge, fee or assessment, if so created.

Section 14. Signs. Except as otherwise provided in this Section, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent and signs of not more than one (1) square foot in area disclosing home alarm or security systems are permitted.

Section 15. Lot Upkeep. The Association shall be responsible for the normal Lot upkeep for any Lot on which a Dwelling Unit is constructed, which shall be limited to lawn mowing, trimming of shrubs and bushes, fertilization thereof, lawn and shrub irrigation as such irrigation system is installed by the Declarant. Notwithstanding anything contained herein to the contrary, an Owner may elect to maintain the rear of his or her Lot, exclusive of the irrigation system installed by the Declarant in the same manner as the Association is required pursuant hereto. Such election shall be in writing and sent to the Declarant. Any Lot Owner who has made such an election shall be entitled to a credit in her or his Association Assessments and fees as determined from time to time by Declarant in its sole discretion. All such action by Declarant is subject to those governmental rules and regulations from time to time in effect governing such activities. Association shall not be liable to any Owner for any loss, damage or liability arising out of or related to Association's failure to perform any Lot maintenance as a result of any governmental regulation, rule, law or mandate.

In the event any Owner plants or installs additional plant life or vegetation including bushes, shrubs, lawn, gardens not installed by Declarant and such additional plant life or vegetation causes an increase in the cost of maintenance or upkeep of such Lot then such increased cost shall be borne by the Owner in an amount as established by the Association, in its sole and exclusive discretion.

Association shall not be responsible for the death, destruction or damage of any plantings, lawn, plant life, vegetation or shrubbery in connection with the exercise of its duties in connection herewith. Any dead or dying plant life, vegetation, lawn or shrubbery shall be replaced by Owner at owner's sole cost and expense with a plant or planting of the same or similar size as the one being replaced.

Declarant for itself, the Association, its employees, agents, contractors and subcontractors reserve a non-exclusive easement over each and every Lot, exclusive of any Dwelling Unit, for ingress and egress so as to fulfil its obligations and duties pursuant hereto. No Owner shall have the right to exclude the Declarant or Association, its employees, agents, contractors and subcontractors from access to any Lot and shall remove any obstructions located on such Lot so Association and its employees, agents, contractors and sub-contractors can fulfill its obligation hereunder.

No Owner shall permit any trash or debris on any Lot. It shall be the Owner's responsibility to have any such trash and debris removed from their Lots.

Declarant and Association shall not be liable for any claim, loss, damage, or liability, whatsoever, arising out of or related to the use of any chemicals, fertilizers or other substances used in connection with any maintenance responsibilities required by this Declaration.

If an Owner of a Lot fails, in Declarant's sole discretion, to maintain their Lot as required herein, Declarant, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Declarant for actual costs incurred therewith. Any payments not paid when due shall bear interest at the rate of 18% per annum and Association shall have the right to file a lien on any such Lot in accordance with Article VII.

Section 16. Lot & Dwelling Unit Rental. No Lot or Dwelling Unit shall be leased or rented for a period of less than six (6) consecutive months.

Section 17. Landscaping. Any Lot containing a Dwelling Unit, or owned in conjunction with the ownership of a Dwelling Unit, shall be tastefully landscaped in accordance with any criteria established by the party exercising architectural control over the Properties. Lawns shall be primarily grass, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the party exercising architectural control. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

Section 18. Architectural and Landscaping Control. Prior to the commencement of the work for any construction, alteration, modification of any improvement including but not limited to any screened porches or lanais or for the installation of shrubbery, bush or planting all building plans and specifications (including plot plan, grading plan and material lists) for the original construction, reconstruction, alteration or addition of structures, or for the erection of hedges or fences, and all plans for the landscaping of Lots, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, and all bushes, shrubs and planting shall be approved in writing by Declarant. Declarant shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to Declarant by registered mail or certified mail, return receipt requested to Schickedanz Bros - Pinellas, Ltd., 2692 Coral Landings Blvd., Palm Harbor, Florida 34684, or such other address as Declarant may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Declarant shall be deemed approved. The rights granted to Declarant under this Section shall terminate on December 31, 2001, unless prior thereto Declarant has indicated its intention to abandon or assign such rights to the Association by recording a written instrument among the Public Records of the County.

Section 19. Modifications. No Owner shall cause any additions, modifications, improvements or changes to be made to the landscaping installed by Declarant or on the exterior of their Dwelling Unit, including painting, stone work, veneer, brick work, brick, stucco, stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof of the Dwelling Unit, or in any manner change the exterior appearance of any portion of the Dwelling Unit, or change

any grade or drainage flow on the Properties or modify any landscaping of the Properties without the written consent of Declarant, for the period set forth in Section 18 of this Article and thereafter, the Board of Directors of the Association first had and obtained. Declarant, and subsequently the Board of Directors of the Association, may establish any reasonable requirements it deems necessary to grant or deny such modifications.

Section 20. DEP and SWFWMD Regulations. The following requirements of the Florida Department of Environmental Protection ("DEP") and Southwest Florida Water Management District ("SWFWMD") shall apply to the Association and all Lots and Owners. With respect to any Lot which abuts any detention system or water quality system, the Owner of such Lot shall not remove native vegetation (including cattails) that become established within the detention system or water quality system. As used herein the term "remove" shall include dredging, application of herbicides or cutting. It shall be the responsibility of said Lot Owner to consult with SWFWMD or such other governmental entity as has control or authority over such detention system or water quality system with respect to the care and maintenance thereof. It shall be the responsibility of such Lot Owners, at their sole expense, to maintain any land area between the rear of their Lot and the high water mark of any detention pond in such a fashion as to be reasonably acceptable to the Association. No Owner may construct or maintain any building, residence or structure or undertake or perform any activity in the wetlands, buffer areas and upland conservation areas described in any approved permit or the Plat, unless prior approval is received from SWFWMD pursuant to Chapter 40D-4 of the Florida Administrative Code. Notwithstanding anything contained herein to the contrary any amendment to this Declaration which would affect the surface water management system must have the prior approval of SWFWMD.

A non-exclusive easement is hereby reserved to the Declarant, the Association, their successors and assigns for surface water, drainage and for the installation and maintenance of the surface water management and drainage of the Properties. The surface water management and drainage system of the Properties shall be developed, operated, and maintained in conformance with the requirements of any controlling governmental authority. The surface water management and drainage systems shall be owned and operated by the Association except for any portion of the surface water management and drainage system that has been dedicated to a governmental authority. The Association shall maintain as a Common Expense the entire surface water management and drainage system within the Properties, including but not limited to all lakes, swales, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances regardless of whether or not same are natural or man-made within the Properties or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority, and an easement for such maintenance is hereby created. The Association will have the right, but not the obligation, to maintain any portion of the surface water management and drainage system for the Properties which is owned and/or maintained by any controlling governmental authority, or which is outside of the Properties. The Properties shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority, and in connection therewith will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Properties.

No Owner or any other person shall do anything to adversely affect the surface water management and drainage of the Properties or otherwise prejudice any SWFWMD permits.

Section 21. Mandatory Irrigation System. Each Lot shall have an automated lawn irrigation system as part of the original construction of improvements. Such system shall provide for a timer mechanism and such irrigation lines and sprinkler heads as may be installed and constructed by the Declarant or its designee so as to provide for the capability of automated lawn irrigation. It is the intent of this provision to assure the aesthetic values of the Lots by providing a mechanism whereby the Owner of each Lot may have a reasonable level of confidence that all Owners of Lots will provide proper and timely irrigation of their lawns. Owners acknowledge that such system is not a guaranty that all plant life will survive or live, factors other than water determine whether plants and vegetation survive. Declarant and Association shall not be liable for any loss of any plants or vegetation. Once such automated system is installed as part of original construction of improvements to a Lot it shall be the obligation of the Association to maintain such system, together with timing or other automation equipment, if any, in good working order including, but not limited to, any damage or loss of any sprinkler heads or pipes. Owner shall utilize such irrigation system to maintain the lawn of the Lot in a properly irrigated manner. If a Lot Owner fails to do so, the Association shall have the same rights of enforcement it has with respect to maintenance of the Lot and improvements generally.

Declarant for itself, the Association and their successors and assigns reserves a non-exclusive easement over, under and across each Lot, exclusive of any Dwelling Unit, for the purpose of construction, installation, existence, maintenance and repair of the irrigation system.

Declarant for itself, the Association, their successors and assigns hereby reserves a non-exclusive easement over, under and across the property described in Exhibit "D" attached hereto for the purpose of construction, installation, maintenance, repair, operation and existence of well, water lines, irrigation systems including pipes, pipelines, and irrigation distribution system including the reasonable right of access thereto.

It is anticipated that the irrigation system will receive well water from the wells located or to be located on the property described in Exhibit "E". Declarant for itself and the Association, their successors and assigns reserves the right to convert such irrigation system to a potable water source or such other water source as Declarant may deem appropriate. The cost of any such conversion shall be paid by the Owners as a Special Assessment and Declarant shall have reasonable access over the Lots to make any such conversion.

Section 22. Entry Gate. It is contemplated, at this time, and subject to the construction thereof by Declarant that an entry gate will be constructed within "Tract" "C" to limit access to the Properties. This gate shall be maintained by the Association. Neither Declarant nor Association assumes any liability and each Owner, their licensees, invitees and guests hereby waives and releases the Association and Declarant from any liability, claim or cause of action whatsoever arising out of, related to or in connection with any unauthorized or improper entry into the Properties by any means whatsoever, including but not limited to the failure to close, lock or maintain the gate, or from any person, vehicle, entity, service, including any medical, law enforcement or emergency service, person or vehicle being delayed or prevented from entering the Properties or being able to arrive at any Lot or otherwise assist any Owner.

It is acknowledged that Declarant, at its sole option, so long as it owns any Lot within the Properties shall have the sole right to determine when the entry gate is open or closed and each Owner specifically acknowledges Declarant's right to have the gate remain open at all times during such period.

Section 23. Pool Area. Within the Common Areas is a separate Tract designated on the Plat as "Tract" "R" wherein there is intended to be located a swimming pool and related facilities. Use of such pool and facilities is subject to those reasonable rules and regulations as established by the Declarant from time to time and by the Association, after turnover. Although the pool is heated, no Owner shall have the right to expect the pool to be heated to a certain minimum temperature and all Owners acknowledge that heat dissipates from the pool water during cloudy and cool periods, as well as overnight. Use of the pool is at the Owner's own risk.

ARTICLE X

FNMA PROVISIONS

Section 1. Information. The Association shall make available to all Owners and to all Institutional Lenders holding an Institutional Mortgage encumbering a Lot, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and By-Laws, and any rules and regulations in force from time to time, and the most recent annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association, shall be available for inspection, upon request, during normal business hours.

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control of the Association by the Declarant to the Owner unless there is a right to termination, without cause, exercisable by the Association, without penalty, after such transfer of control by the Declarant, and upon not more than ninety (90) days notice to the other party to such contract or lease.

Section 3. Transfer of Control.

(a) The Declarant shall transfer control of the Association to the Owner no later than the earlier of the following events:

1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
2. Three (3) months after ninety (90) percent of the Lots have been sold by Declarant; or
3. Five (5) years following conveyance of the first Lot by Declarant to an Owner; or
4. When the Declarant waives in writing its right to Class B membership.

(b) As used in this Article, the term "control" means the right to control the Association, the Board of Directors, the Properties or the Owners in any manner except through votes allocated to Lots owned by Declarant on the same basis as votes pertaining to other Lots.

Section 4. Reserves. The Association shall establish and maintain, out of regular maintenance Assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Common Areas and other portions of the Properties and Lots which the Association is obligated to maintain. The Declarant is excused from any such reserve Assessments or payment for so long as Declarant is paying Assessments pursuant to Section 7 of Article VII.

Section 5. Lender's Notices. Upon written request to the Association, identifying the name and address of the Institutional Lender and the Lot number or address, such Institutional Lender will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Properties or the Lot encumbered by its Institutional Mortgage.

(b) Any delinquency of sixty (60) days or more in the payment of Assessments or charges owed by the Owner of the Lot encumbered by its Institutional Mortgage.

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

(d) Any proposed action that requires the consent of a specified percentage of Institutional Lenders.

Section 6. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage as a common expense of the Association and for the benefit of the Association.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association, Declarant or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant 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 2. Severability. Invalidation of any word, term, phrase or other portion of this Declaration by law, judgment or court order shall not affect any of the other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the Properties for a term of twenty five (25) years from the date this Declaration is recorded in the Public Records of the County, after which time they shall be automatically extended for successive periods of twenty (20) years unless terminated by the vote of one hundred (100) percent of the Voting Members of each then existing class of members, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period by an instrument signed either by:

(a) The Declarant as provided in Section 5 of this Article; or

(b) A vote of sixty-six and two-thirds (66 2/3rds) percent of the Voting Members of each then existing class of membership, at a meeting called for such purpose; or

(c) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section.

Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder.

Section 4. Exception. NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE TO THE CONTRARY, THE DECLARANT SHALL HAVE THE ABSOLUTE RIGHT, TO AMEND THIS DECLARATION, FROM TIME TO TIME, FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF ITS RECORDING TO MAKE SUCH CHANGES, MODIFICATIONS AND ADDITIONS THEREIN AND THERETO AS IT MAY DEEM NECESSARY OR APPROPRIATE, IN ITS SOLE DISCRETION, OR AS MAY BE REQUESTED OR REQUIRED BY THE FHA, VA, FNMA, GNMA, OR ANY OTHER GOVERNMENTAL AGENCY OR BODY AS A CONDITION TO OR IN CONNECTION WITH SUCH AGENCY'S OR BODY'S AGREEMENT TO MAKE, PURCHASE, ACCEPT, INSURE, GUARANTY OR OTHERWISE APPROVE LOANS SECURED BY MORTGAGES ON LOTS OR ANY OTHER AMENDMENT WHICH DECLARANT DEEMS NECESSARY. ANY SUCH AMENDMENT NEED BE EXECUTED ONLY BY THE DECLARANT AND SHALL BE EFFECTIVE UPON ITS RECORDING. NO APPROVAL OR JOINDER OF THE ASSOCIATION, OTHER OWNERS, OR ANY OTHER PARTY SHALL BE REQUIRED OR NECESSARY TO SUCH AMENDMENT.

Section 5. Irreparable Harm. Every Owner agrees and acknowledges that a violation of any term or condition of this Declaration by such Owner or their family members, guests, invitees, licensees, tenants or servants constitutes irreparable harm to the Declarant and every other Owner in the Properties and that any action at law or equity to obtain an injunction against such violation shall require no further proof of irreparable harm other than the admission herein contained.

ARTICLE XIII

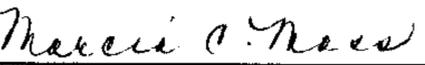
ASSIGNMENT BY DECLARANT

Section 1. Assignment Rights. Notwithstanding anything to the contrary in this Declaration, Declarant shall have the right, to assign, from time to time, in whole or in part, any rights it has under this Declaration. Such assignment may be exclusive, non-exclusive, joint with Declarant, revocable or irrevocable, all at Declarant's sole option. Any such assignment shall not be effective unless and until such assignment has been evidenced by a written instrument and recorded in the Public Records of the County.

IN WITNESS WHEREOF, the undersigned, being the Declarant has caused this Declaration to be executed by an authorized officer and affixed its corporate seal as of this 25th day of SEPTEMBER, 1996.

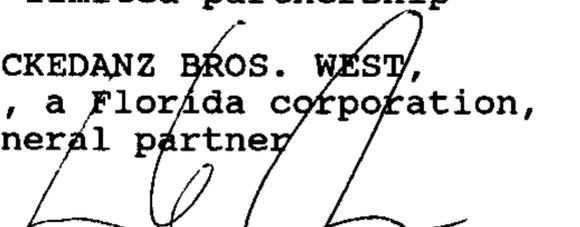
Signed, sealed and delivered
in the presence of:


Name: REBECCA J. TYDER


Name: MARCIA C. KLOSS

SCHICKEDANZ BROS - PINELLAS LTD.,
a Florida limited partnership

By: SCHICKEDANZ BROS. WEST,
INC., a Florida corporation,
a general partner

By: 
Gunther Flaig, President

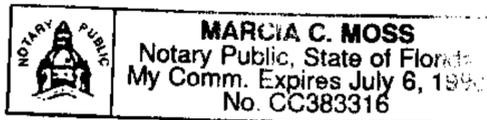
STATE OF FLORIDA
COUNTY OF PINELLAS

OR BK 3655 PG 998
24 of 41

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, GUNTHER FLAIG, as President of Schickedanz Bros. West, Inc., a Florida corporation, as general partner of SCHICKEDANZ BROS-PINELLAS, LTD., a Florida limited partnership, who is personally known to me or who has produced PERSONALLY KNOWN as identification, and he is the person described in and who executed the foregoing Declaration of Covenants, Conditions, and Restrictions for Wyndtree - Villages 11 and 12, and he acknowledged then and there before me that he executed the same as such general partner on behalf of said partnership for the purposes therein express; and that said Declaration is the act and deed of said partnership.

WITNESS my hand and official seal this 25th day of SEPTEMBER, 1996.

Marcia C. Moss
Name: _____
Notary Public
Commission No. _____
My Commission Expires: _____



JOINDER OF MORTGAGEE

For value received, NATIONSBANK, N.A. (SOUTH) formerly known as NATIONSBANK OF FLORIDA, N.A., the ~~owner~~ ^{INITIAL} and holder of that ^{HERE 3285} certain Mortgage recorded in Official Records Book 1079, Page 195, of the Public Records of Pasco County, Florida, as amended and spread, does hereby consent to the imposition of the foregoing Declaration of Covenants, Conditions and Restrictions for WYNDTREE - VILLAGES 11 AND 12, on the "Properties" described therein.

INITIAL
HERE

IN WITNESS WHEREOF, the undersigned executed this Joinder the

30th day of September, 1996.

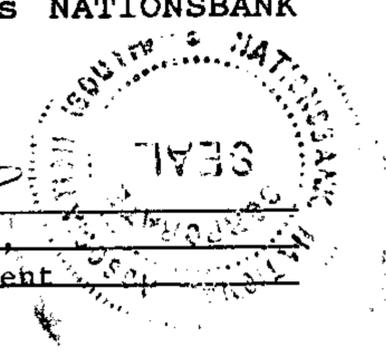
Signed, sealed and delivered in the presence of:

NATIONSBANK, N.A. (SOUTH) formerly known as NATIONSBANK OF FLORIDA, N.A.

Yvonne Nielsen
Name: Yvonne Nielsen

Barbara Karac
Name: Barbara Karac

By: [Signature]
Name: Dean W. Kuna
Title: Vice President

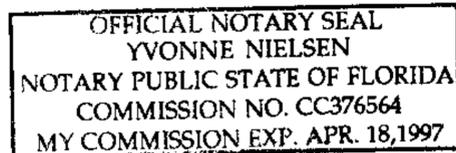


STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, Dean W. Kuna as Vice President of NATIONSBANK, N.A. (SOUTH) formerly known as NATIONSBANK OF FLORIDA, N.A., who is personally known to me or who has produced na as identification, and he is the person described in and who executed the Joinder of Mortgagee, and he acknowledged then and there before me that he executed the same as such officer on behalf of said corporation for the purposes therein expressed; and that the said Joinder of Mortgagee is the act and deed of said corporation.

WITNESS my hand and official seal this 30th day of September, 1996.

Yvonne Nielsen
Yvonne Nielsen



DESCRIPTION:

WYNDTREE - VILLAGES 11 AND 12, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGES 10, 11, 12, 13, 14 AND 15 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

PREPARED FOR:
SCHICKENDANZ BROS., INC.
2692 CORAL LANDINGS BLVD.
PALM HARBOR, FL 34684

PREPARED BY:
LLOVERAS, BAUR AND STEVENS
ENGINEERS - SURVEYORS
29228 U.S. HIGHWAY 19 N.
CLEARWATER, FL 34621

JOB No. 25735
SCALE: 1" = 100'
DATE: 10-29-96
SHEET 1 OF 5

WYNDTREE
VILLAGES 11 AND 12

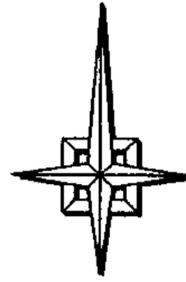
PROPERTY DESCRIPTION

PASCO COUNTY

FLORIDA

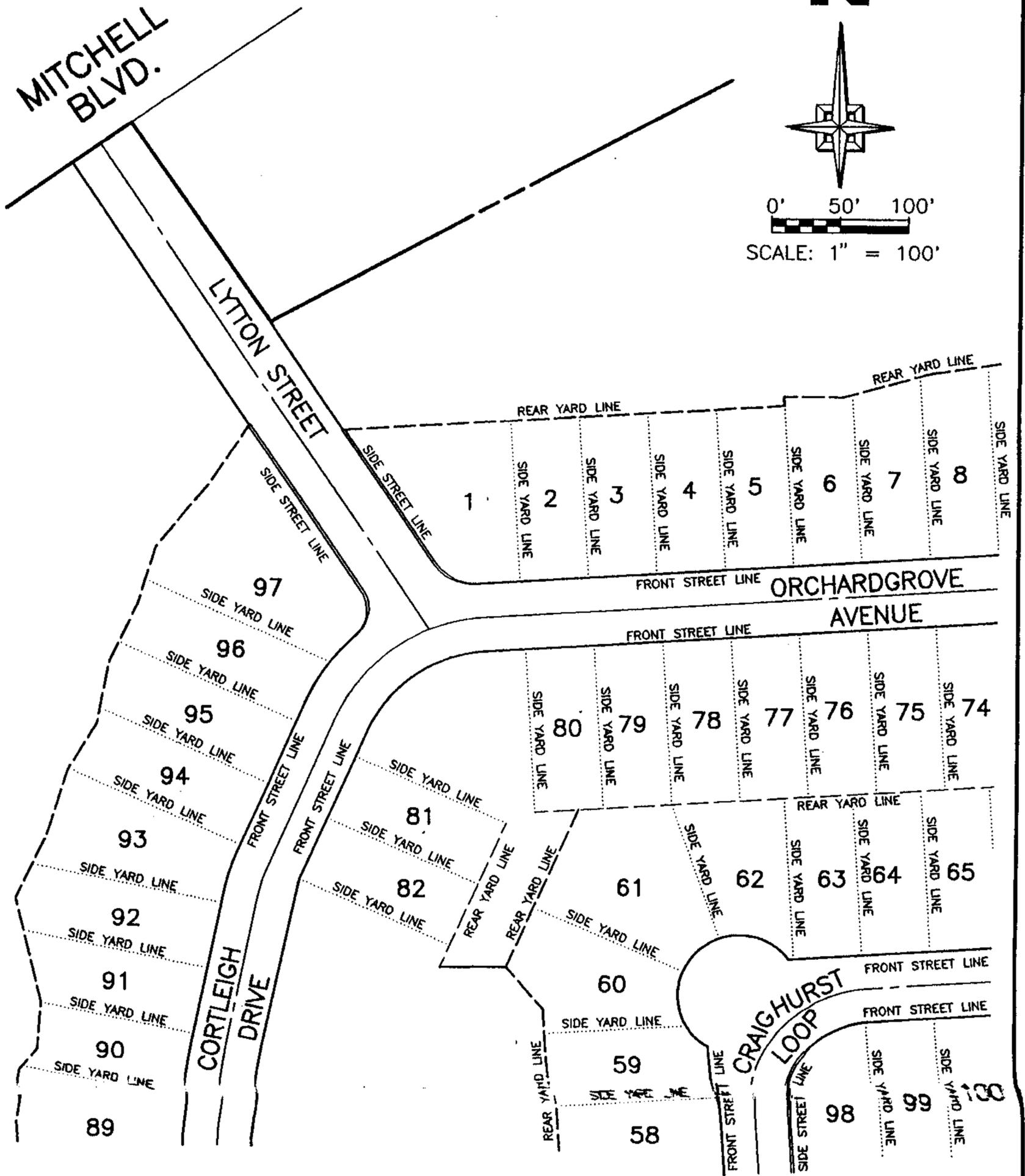
EXHIBIT "A"

N



0' 50' 100'

SCALE: 1" = 100'



LEGEND	
SYMBOL	DENOTES
—————	FRONT STREET LINE
-----	SIDE STREET LINE
.....	SIDE YARD LINE
- - - - -	REAR YARD LINE

PREPARED FOR:
 SCHICKENDANZ BROS., INC.
 2692 CORAL LANDINGS BLVD.
 PALM HARBOR, FL 34684

PREPARED BY:
 LLOVERAS, BAUR AND STEVENS
 ENGINEERS - SURVEYORS
 29228 U.S. HIGHWAY 19 N.
 CLEARWATER, FL 34621

JOB No. 25735
 SCALE: 1" = 100'
 DATE: 10-29-96
 SHEET 1 OF 5

WYNDTREE -
VILLAGES 11 AND 12

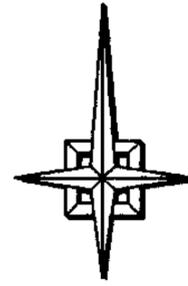
STREET AND YARD LINE
DIAGRAM
NORTHWEST PORTION

PASCO COUNTY

FLORIDA

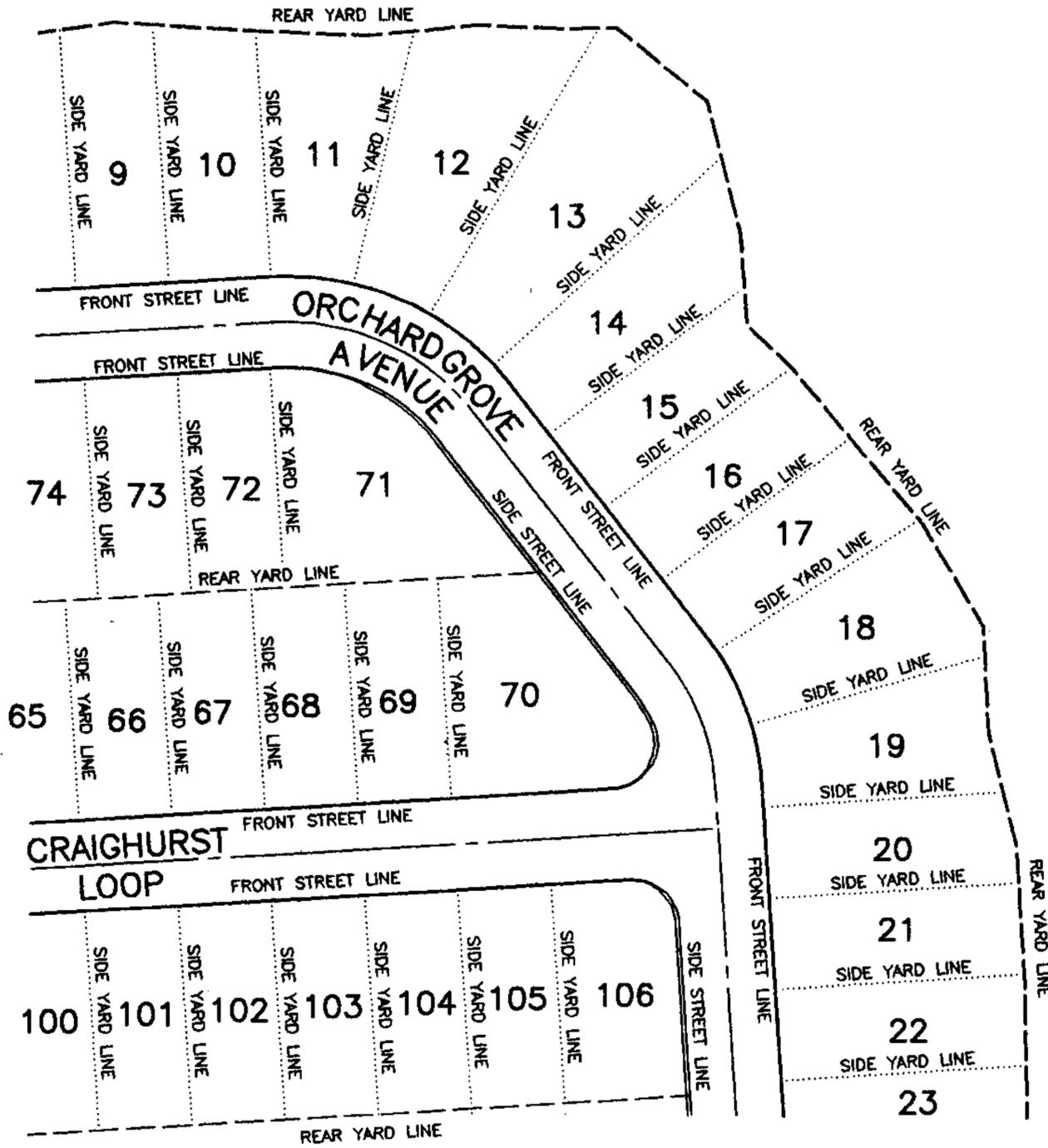
EXHIBIT "B"

N



0' 50' 100'

SCALE: 1" = 100'



LEGEND	
SYMBOL	DENOTES
	FRONT STREET LINE
	SIDE STREET LINE
	SIDE YARD LINE
	REAR YARD LINE

PREPARED FOR:
 SCHICKENDANZ BROS., INC.
 2692 CORAL LANDINGS BLVD.
 PALM HARBOR, FL 34684

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 LLOVERAS, BAUR AND STEVENS
 ENGINEERS - SURVEYORS
 29228 U.S. HIGHWAY 19 N.
 CLEARWATER, FL 34621

JOB No. 25735
 SCALE: 1" = 100'
 DATE: 10-29-96
 SHEET 2 OF 5

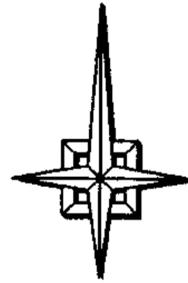
WYNDTREE -
VILLAGES 11 AND 12
 STREET AND YARD LINE
 DIAGRAM
 NORTHEAST PORTION

PASCO COUNTY

FLORIDA

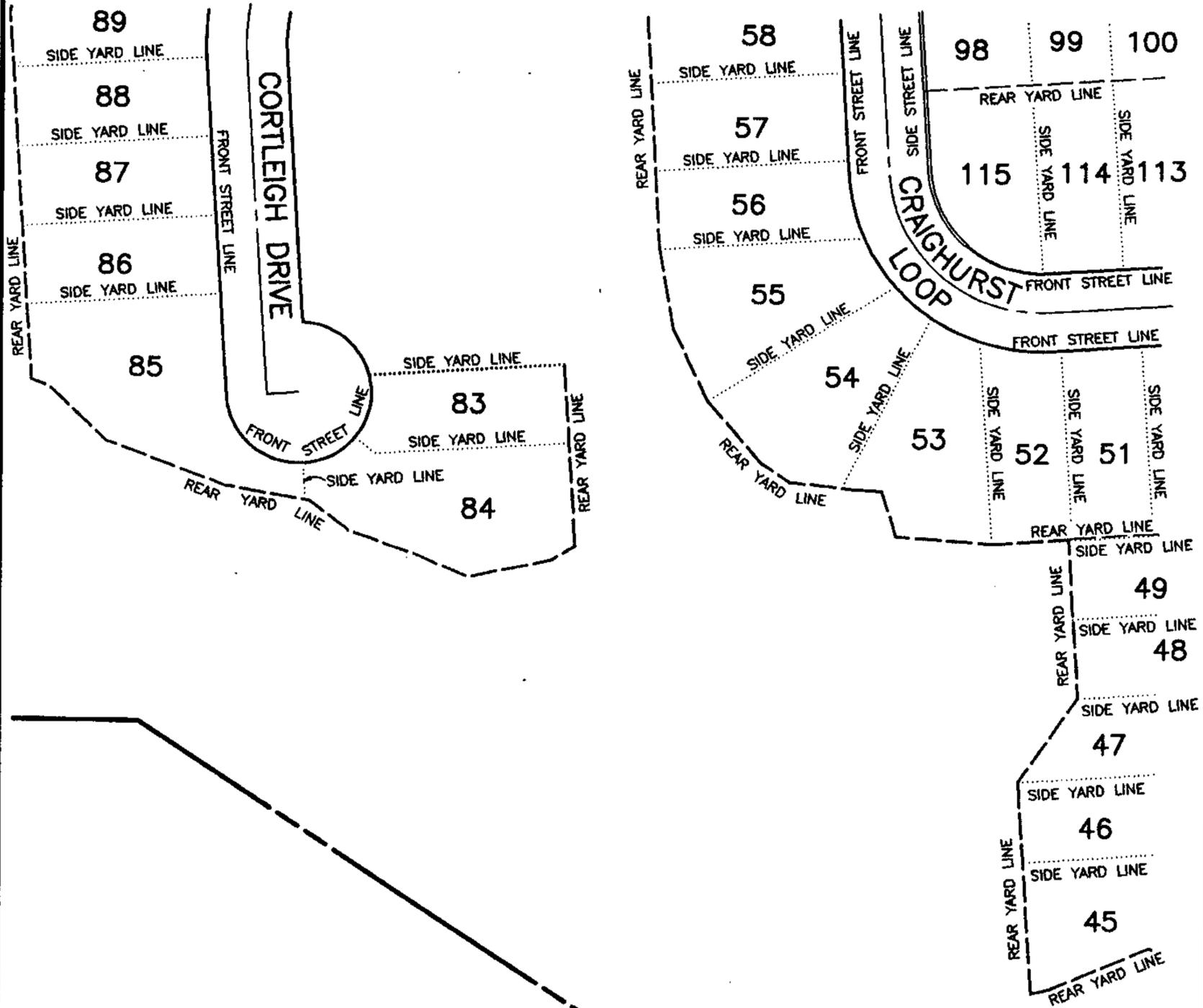
EXHIBIT "B"

N



0' 50' 100'

SCALE: 1" = 100'



PREPARED FOR:
 SCHICKENDANZ BROS., INC.
 2692 CORAL LANDINGS BLVD.
 PALM HARBOR, FL 34684

PREPARED BY:
 LLOVERAS, BAUR AND STEVENS
 ENGINEERS - SURVEYORS
 29228 U.S. HIGHWAY 19 N.
 CLEARWATER, FL 34621

JOB No. 25735
 SCALE: 1" = 100'
 DATE: 10-29-96
 SHEET 3 OF 5

LEGEND	
SYMBOL	DENOTES
—————	FRONT STREET LINE
—————	SIDE STREET LINE
.....	SIDE YARD LINE
-----	REAR YARD LINE

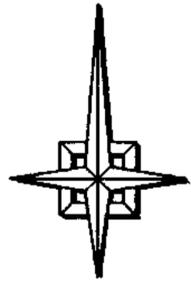
**WYNDTREE -
 VILLAGES 11 AND 12**

**STREET AND YARD LINE
 DIAGRAM
 SOUTHWEST PORTION**

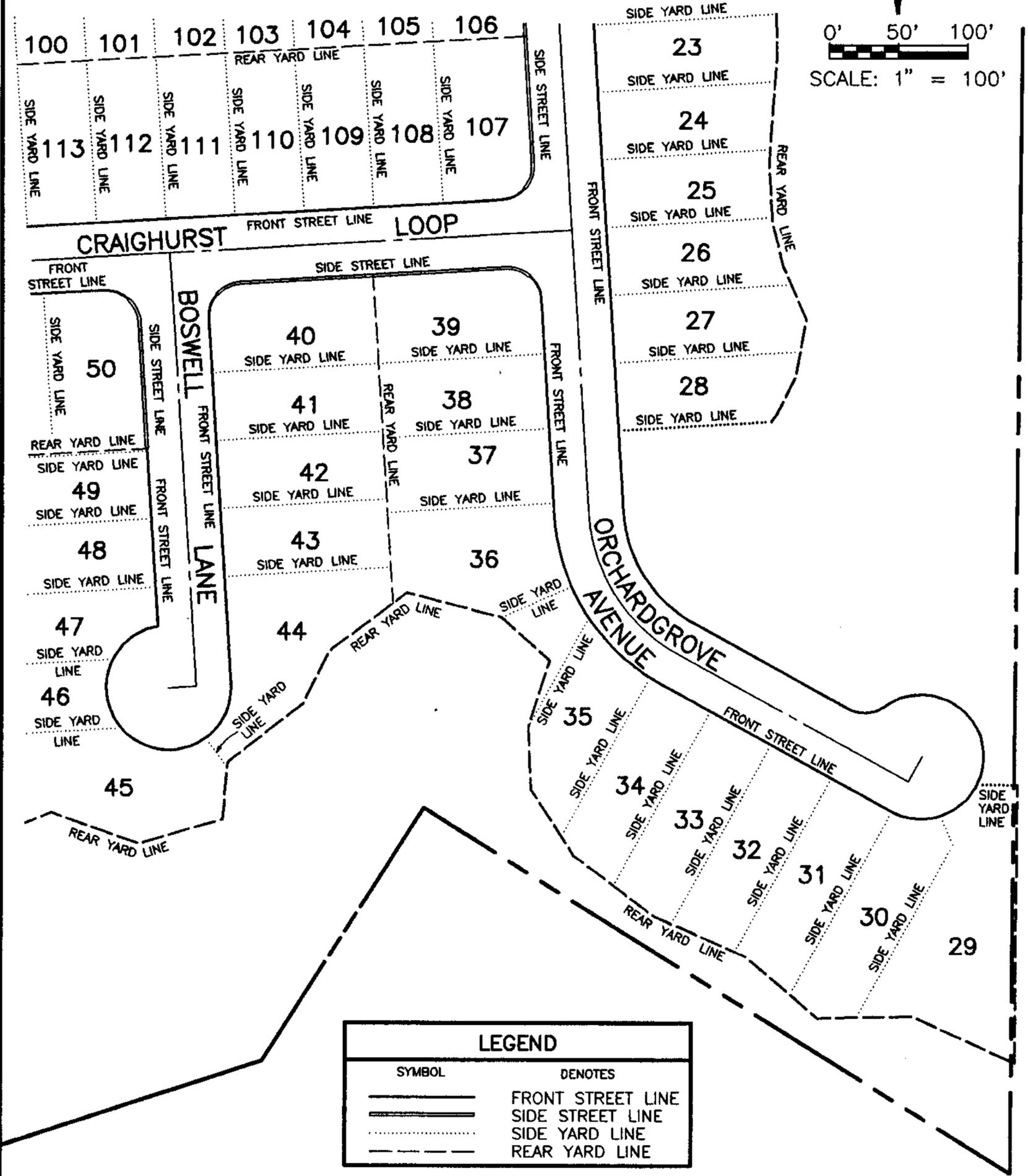
PASCO COUNTY

FLORIDA

N



0' 50' 100'
SCALE: 1" = 100'



LEGEND	
SYMBOL	DENOTES
—————	FRONT STREET LINE
—————	SIDE STREET LINE
.....	SIDE YARD LINE
-----	REAR YARD LINE

PREPARED FOR:
 SCHICKENDANZ BROS., INC.
 2692 CORAL LANDINGS BLVD.
 PALM HARBOR, FL 34684

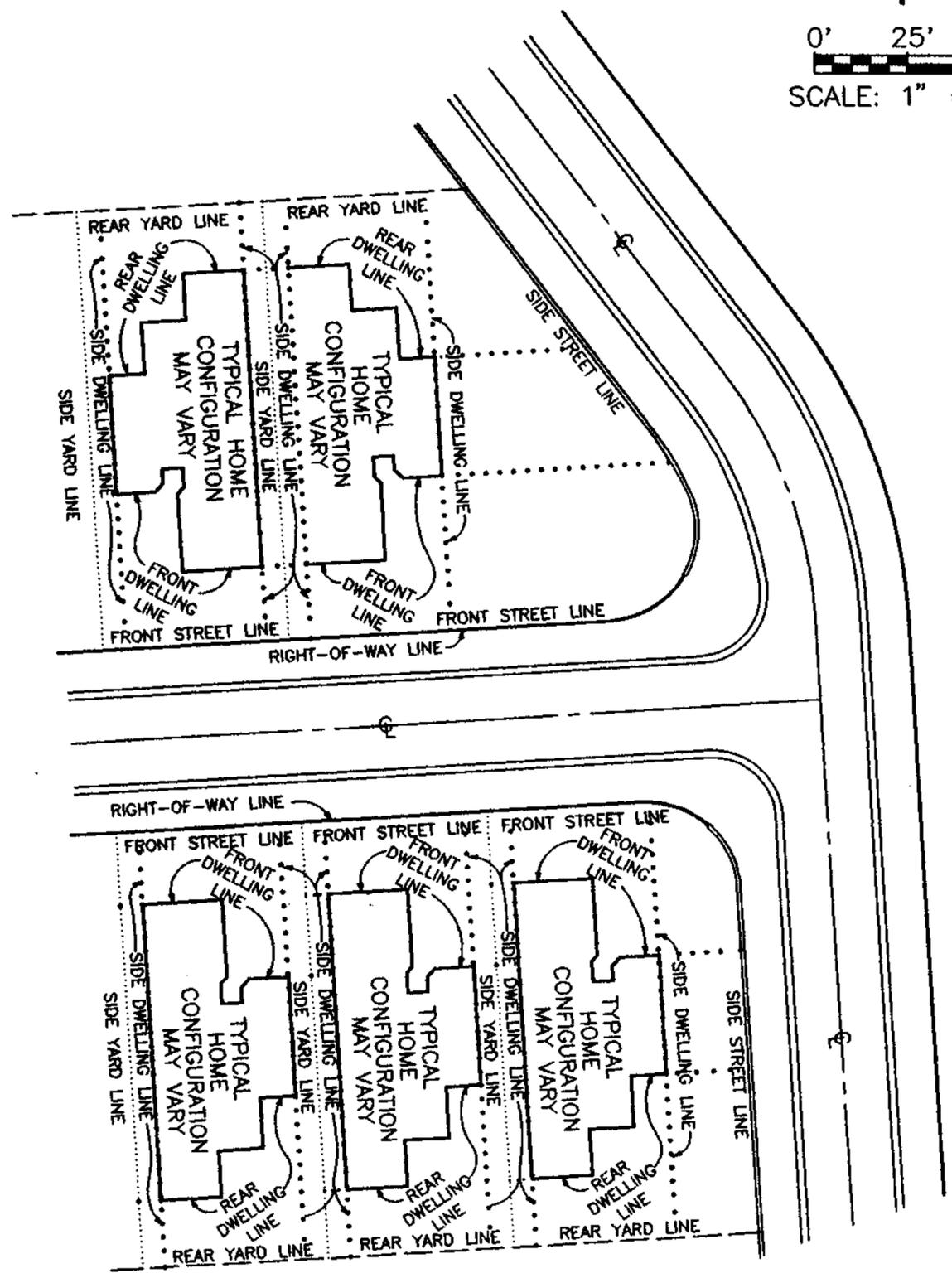
PREPARED BY:
 LLOVERAS, BAUR AND STEVENS
 ENGINEERS - SURVEYORS
 29228 U.S. HIGHWAY 19 N.
 CLEARWATER, FL 34621

JOB No. 25735
 SCALE: 1" = 100'
 DATE: 10-29-96
 SHEET 4 OF 5

WYNDTREE -
VILLAGES 11 AND 12
 STREET AND YARD LINE
 DIAGRAM
 SOUTHEAST PORTION
 PASCO COUNTY FLORIDA



0' 25' 50'
SCALE: 1" = 50'



LEGEND	
SYMBOL	DENOTES
.....	DWELLING LINE
————	FRONT STREET LINE
————	SIDE STREET LINE
.....	SIDE YARD LINE
-----	REAR YARD LINE

PREPARED FOR:
SCHICKENDANZ BROS., INC.
2692 CORAL LANDINGS BLVD.
PALM HARBOR, FL 34684

PREPARED BY:
LLOVERAS, BAUR AND STEVENS
ENGINEERS - SURVEYORS
29228 U.S. HIGHWAY 19 N.
CLEARWATER, FL 34621

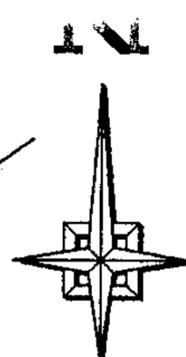
JOB No. 25735
SCALE: 1" = 50'
DATE: 10-29-96
SHEET 5 OF 5

WYNDTREE —
VILLAGES 11 AND 12

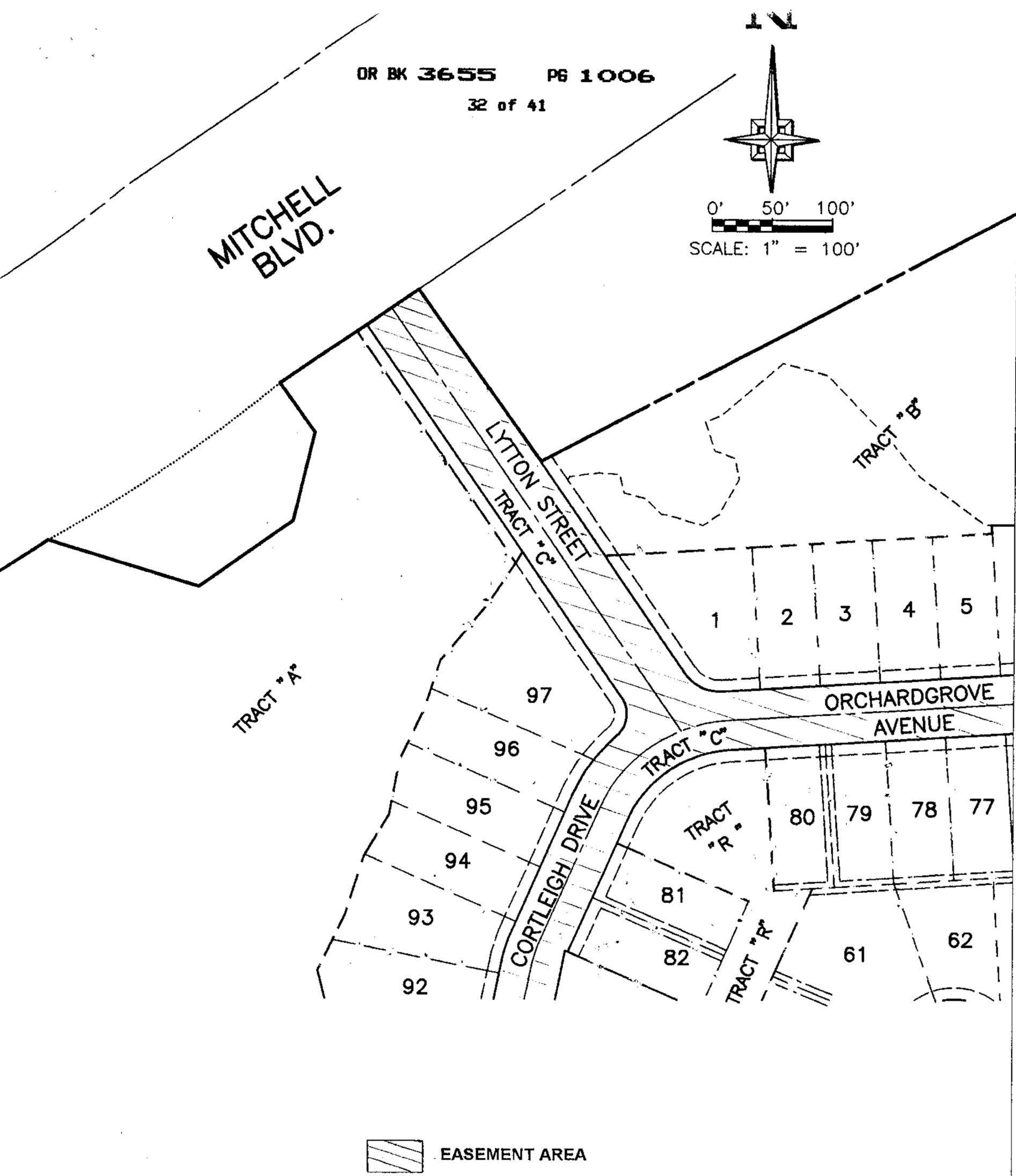
DWELLING LINE
DIAGRAM
NORTHEAST PORTION

PASCO COUNTY FLORIDA

EXHIBIT "B"



0' 50' 100'
SCALE: 1" = 100'



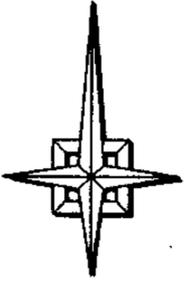
WYNDTREE - VILLAGES 11 AND 12

USE: LANDSCAPE AREAS, SIGNS, SIDEWALKS, ROADS, STREETS, WALLS, AND FENCES

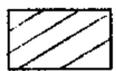
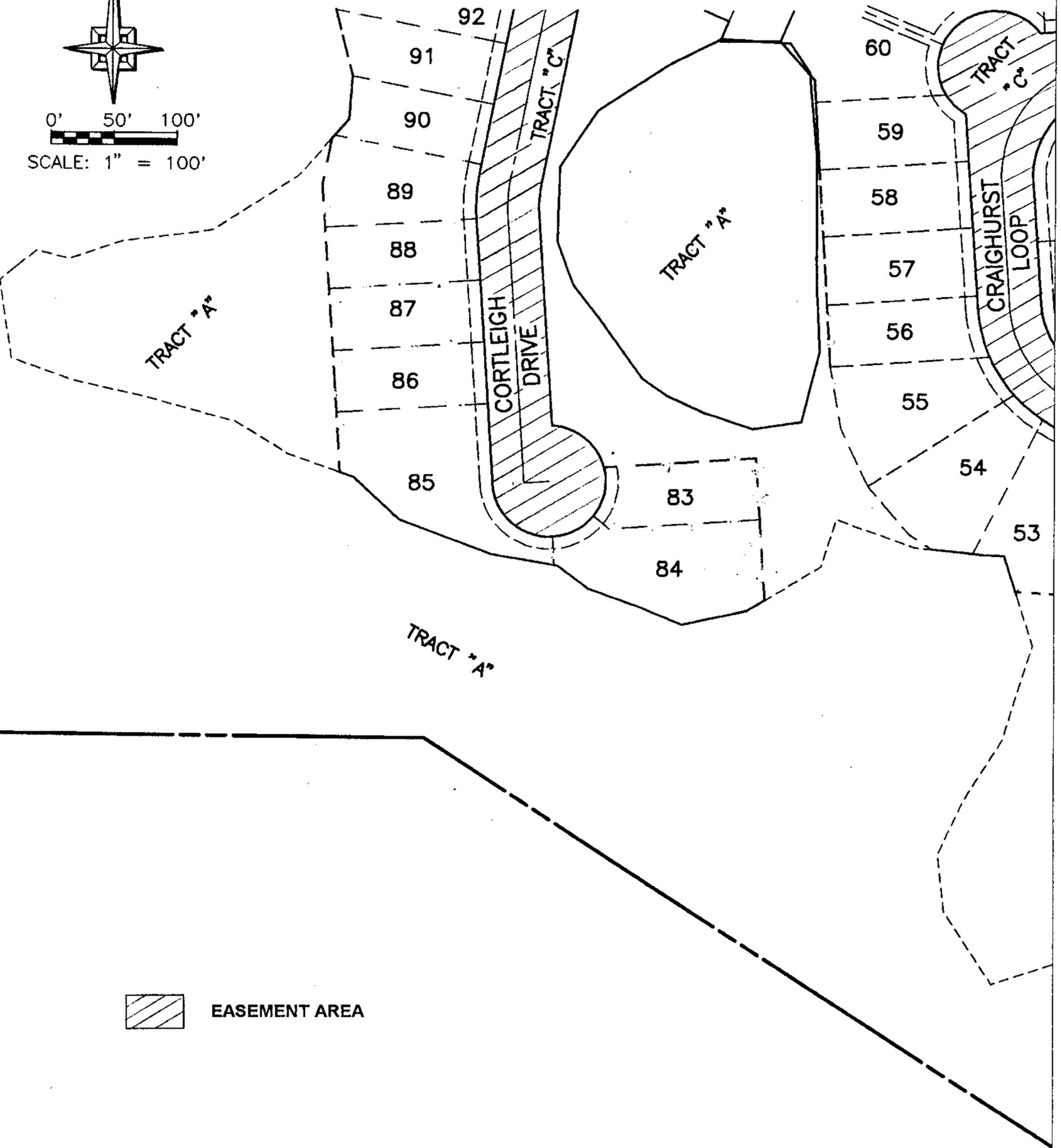
SECTION 34, T. 26 S., R. 16 E. PASCO COUNTY, FLORIDA	PREPARED FOR: SCHICKENDANZ BROS., INC. 2692 CORAL LANDINGS BLVD. PALM HARBOR, FL 34684	PREPARED BY: LLOVERAS, BAUR AND STEVENS ENGINEERS - SURVEYORS 29228 U.S. HIGHWAY 19 N. CLEARWATER, FL 34621
NOTES: 1. THIS IS A SKETCH, NOT A BOUNDARY SURVEY. 2. BEARINGS ARE BASED ON EXISTING DEEDS AND PLATS WHICH UTILIZE AN ASSUMED MERIDIAN. 3. EXISTING IMPROVEMENTS ARE NOT SHOWN. 4. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN.	JOB No. 25735 SCALE: 1" = 100' DATE: 10-29-96 SHEET 1 OF 4	

EXHIBIT "C"

N



0' 50' 100'
SCALE: 1" = 100'



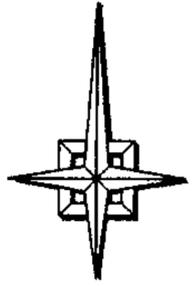
EASEMENT AREA

WYNDTREE - VILLAGES 11 AND 12

USE: LANDSCAPE AREAS, SIGNS, SIDEWALKS, ROADS, STREETS, WALLS, AND FENCES

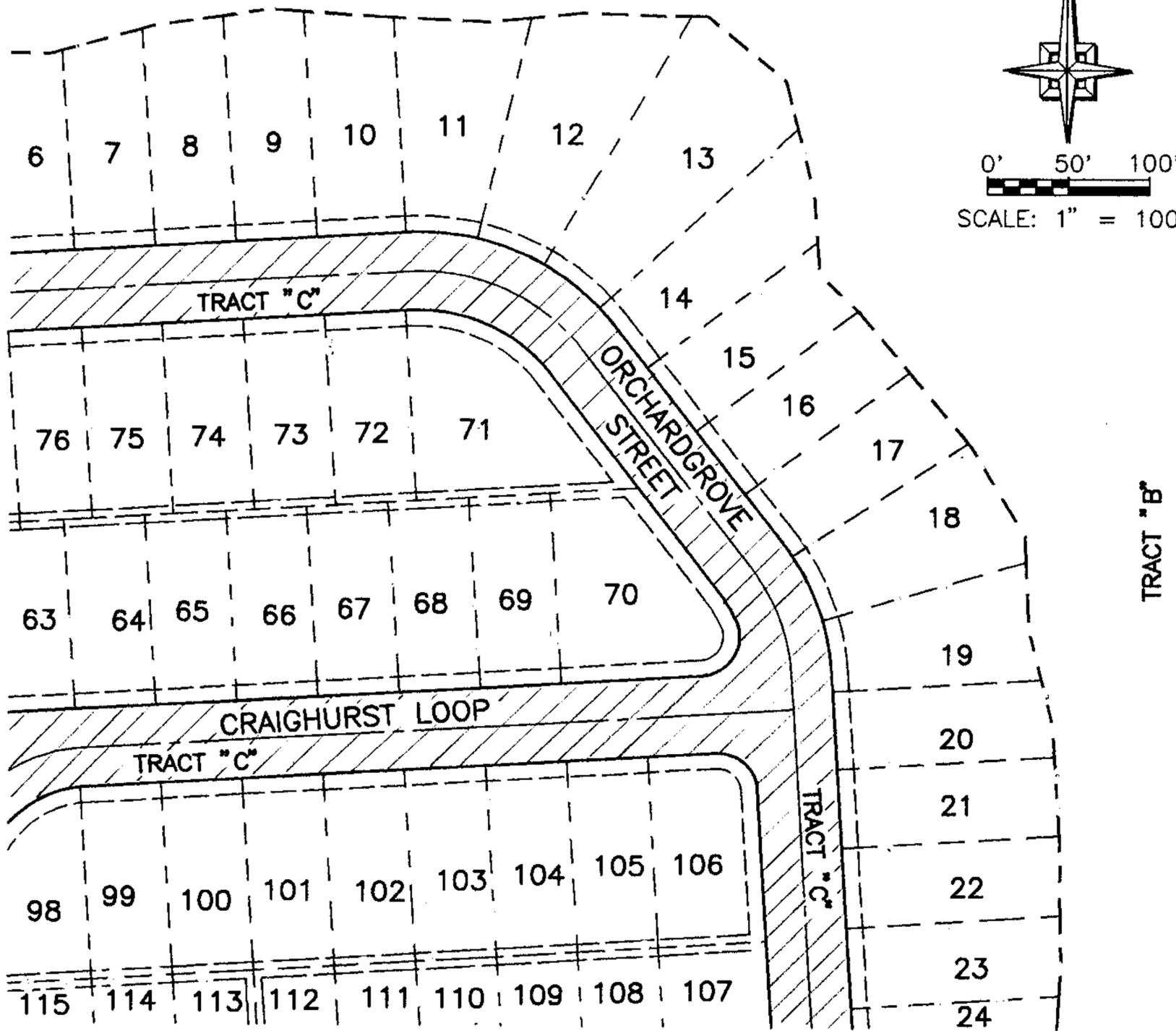
SECTION 34, T. 26 S., R. 16 E. PASCO COUNTY, FLORIDA	PREPARED FOR: SCHICKENDANZ BROS., INC. 2692 CORAL LANDINGS BLVD. PALM HARBOR, FL 34684	PREPARED BY: LLOVERAS, BAUR AND STEVENS ENGINEERS - SURVEYORS 29228 U.S. HIGHWAY 19 N. CLEARWATER, FL 34621
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EXHIBIT "C"



0' 50' 100'

SCALE: 1" = 100'



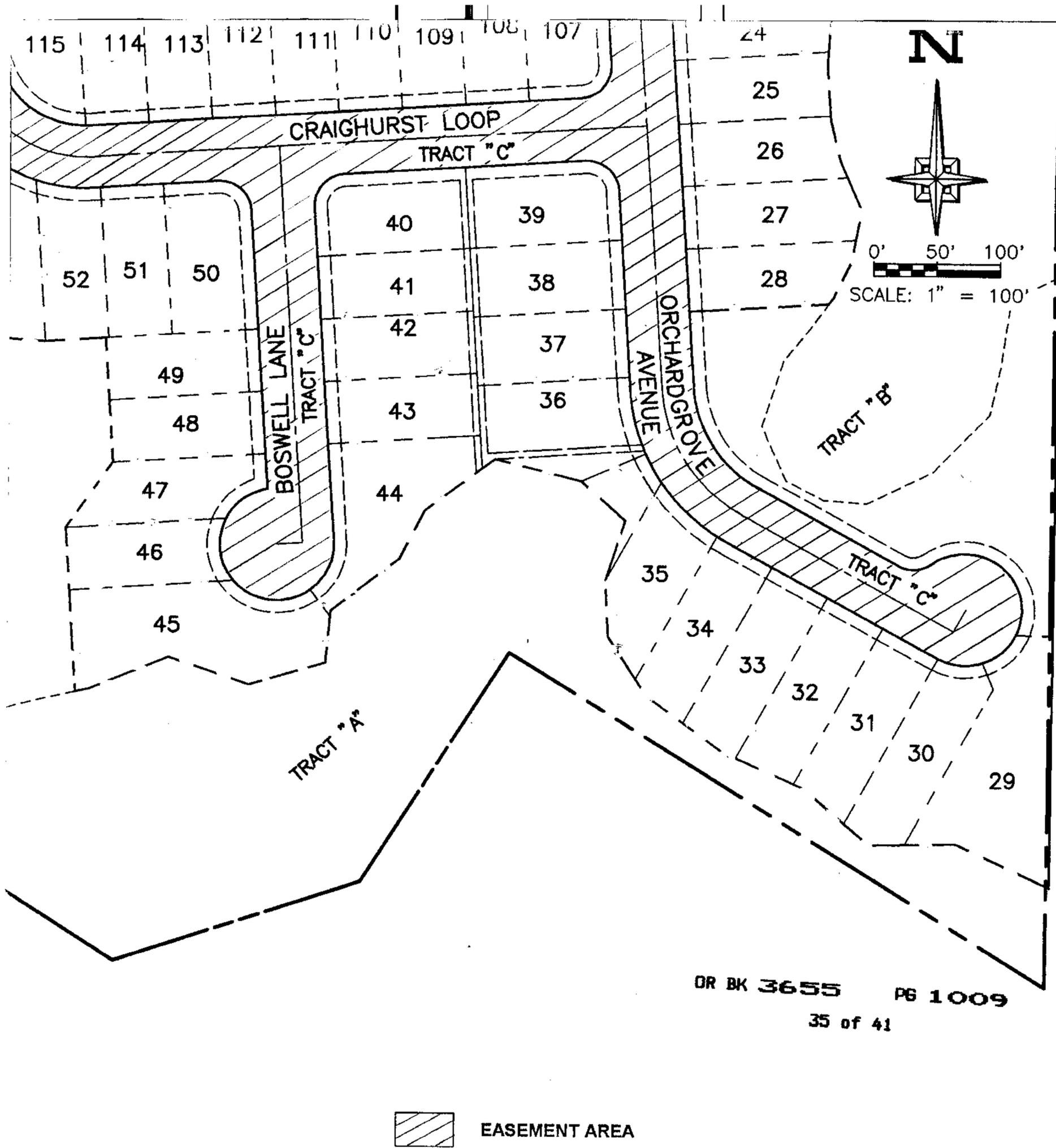
EASEMENT AREA

WYNDTREE – VILLAGES 11 AND 12

USE: LANDSCAPE AREAS, SIGNS, SIDEWALKS, ROADS, STREETS, WALLS, AND FENCES

SECTION 34, T. 26 S., R. 16 E. PASCO COUNTY, FLORIDA	PREPARED FOR: SCHICKENDANZ BROS., INC. 2692 CORAL LANDINGS BLVD. PALM HARBOR, FL 34684	PREPARED BY: LLOVERAS, BAUR AND STEVENS ENGINEERS – SURVEYORS 29228 U.S. HIGHWAY 19 N. CLEARWATER, FL 34621
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EXHIBIT "C"



WYNDTREE - VILLAGES 11 AND 12

USE: LANDSCAPE AREAS, SIGNS, SIDEWALKS, ROADS, STREETS, WALLS, AND FENCES

SECTION 34, T. 26 S., R. 16 E.
PASCO COUNTY, FLORIDA

PREPARED FOR:
SCHICKENDANZ BROS., INC.
2692 CORAL LANDINGS BLVD.
PALM HARBOR, FL 34684

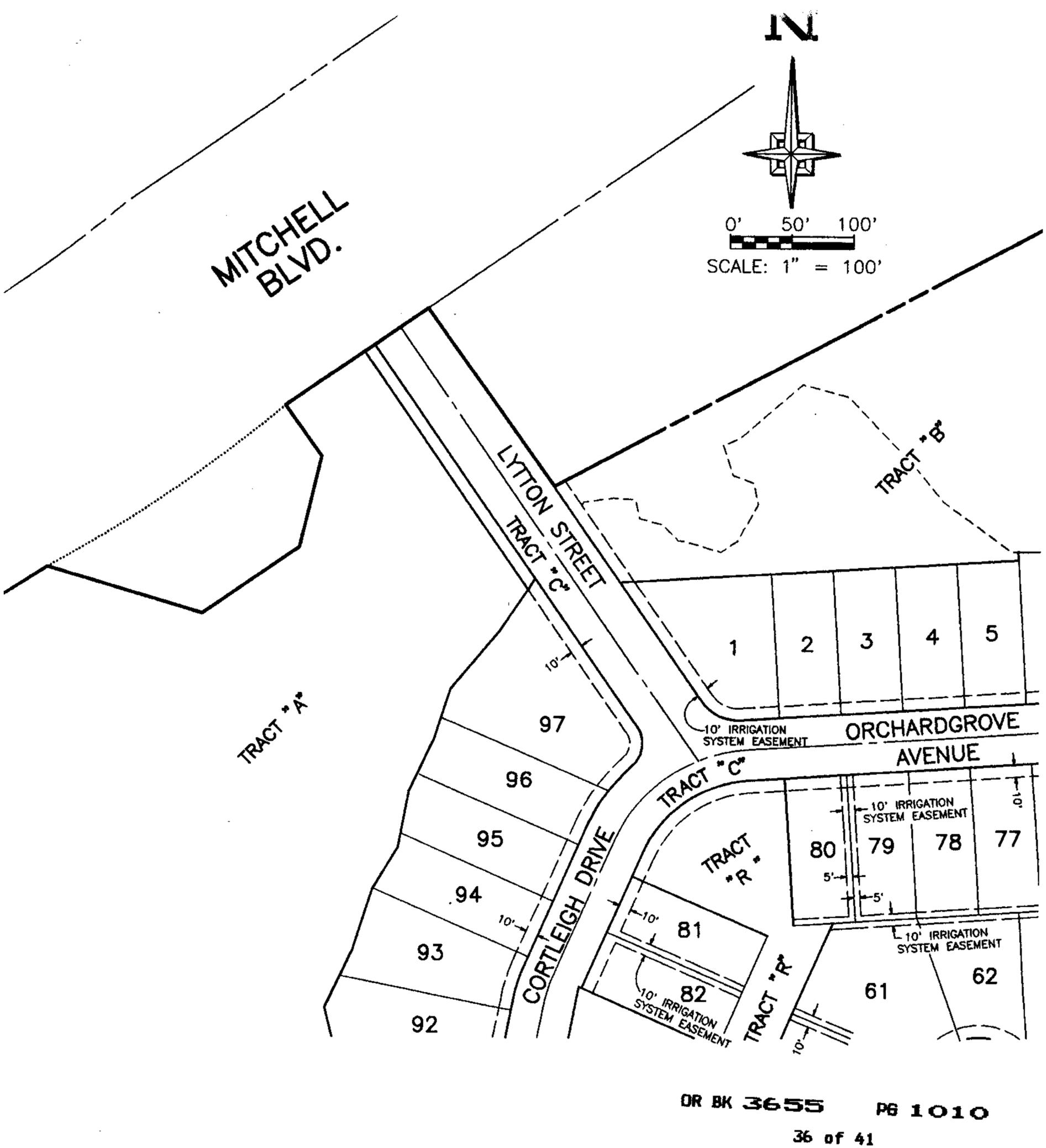
PREPARED BY:
LLOVERAS, BAUR AND STEVENS
ENGINEERS - SURVEYORS
29228 U.S. HIGHWAY 19 N.
CLEARWATER, FL 34621

NOTES:

1. THIS IS A SKETCH, NOT A BOUNDARY SURVEY.
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3. EXISTING IMPROVEMENTS ARE NOT SHOWN.
4. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN.

JOB No. 25735
SCALE: 1" = 100'
DATE: 10-29-96
SHEET 4 OF 4

EXHIBIT "C"



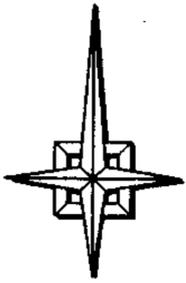
WYNDTREE – VILLAGES 11 AND 12

USE: IRRIGATION DISTRIBUTION SYSTEM

SECTION 34, T. 26 S., R. 16 E. PASCO COUNTY, FLORIDA	PREPARED FOR: SCHICKENDANZ BROS., INC. 2692 CORAL LANDINGS BLVD. PALM HARBOR, FL 34684	PREPARED BY: LLOVERAS, BAUR AND STEVENS ENGINEERS – SURVEYORS 29228 U.S. HIGHWAY 19 N. CLEARWATER, FL 34621
NOTES: 1. THIS IS A SKETCH, NOT A BOUNDARY SURVEY. 2. BEARINGS ARE BASED ON EXISTING DEEDS AND PLATS WHICH UTILIZE AN ASSUMED MERIDIAN. 3. EXISTING IMPROVEMENTS ARE NOT SHOWN. 4. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN.	JOB No. 25735 SCALE: 1" = 100' DATE: 10-29-96 SHEET 1 OF 4	

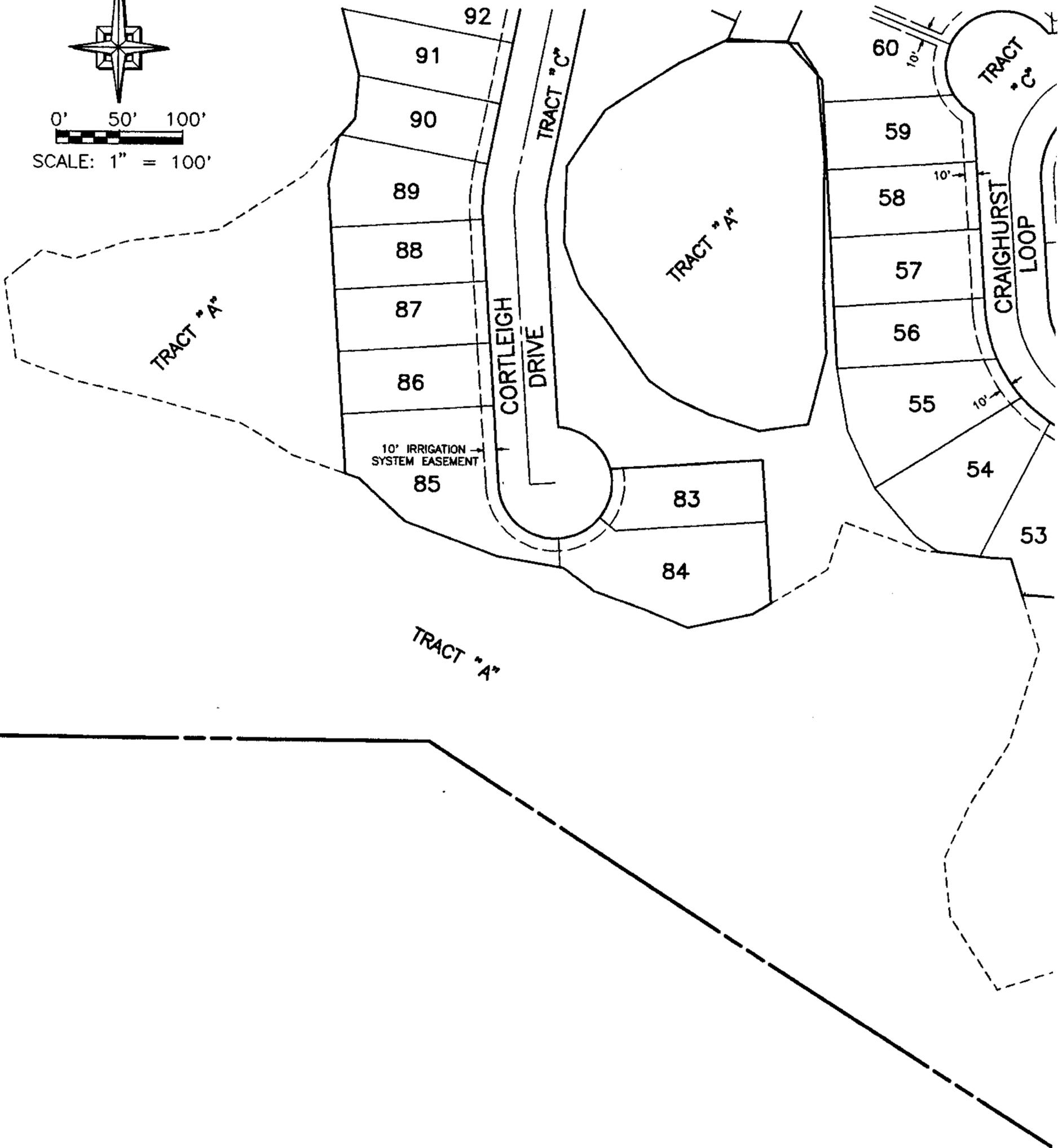
EXHIBIT "D"

N



0' 50' 100'

SCALE: 1" = 100'



WYNDTREE – VILLAGES 11 AND 12

USE: IRRIGATION DISTRIBUTION SYSTEM

SECTION 34, T. 26 S., R. 16 E.
PASCO COUNTY, FLORIDA

PREPARED FOR:
SCHICKENDANZ BROS., INC.
2692 CORAL LANDINGS BLVD.
PALM HARBOR, FL 34684

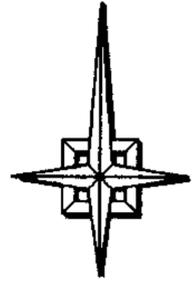
PREPARED BY:
LLOVERAS, BAUR AND STEVENS
ENGINEERS – SURVEYORS
29228 U.S. HIGHWAY 19 N.
CLEARWATER, FL 34621

NOTES:

1. THIS IS A SKETCH, NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON EXISTING DEEDS AND PLATS WHICH UTILIZE AN ASSUMED MERIDIAN.
3. EXISTING IMPROVEMENTS ARE NOT SHOWN.
4. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN.

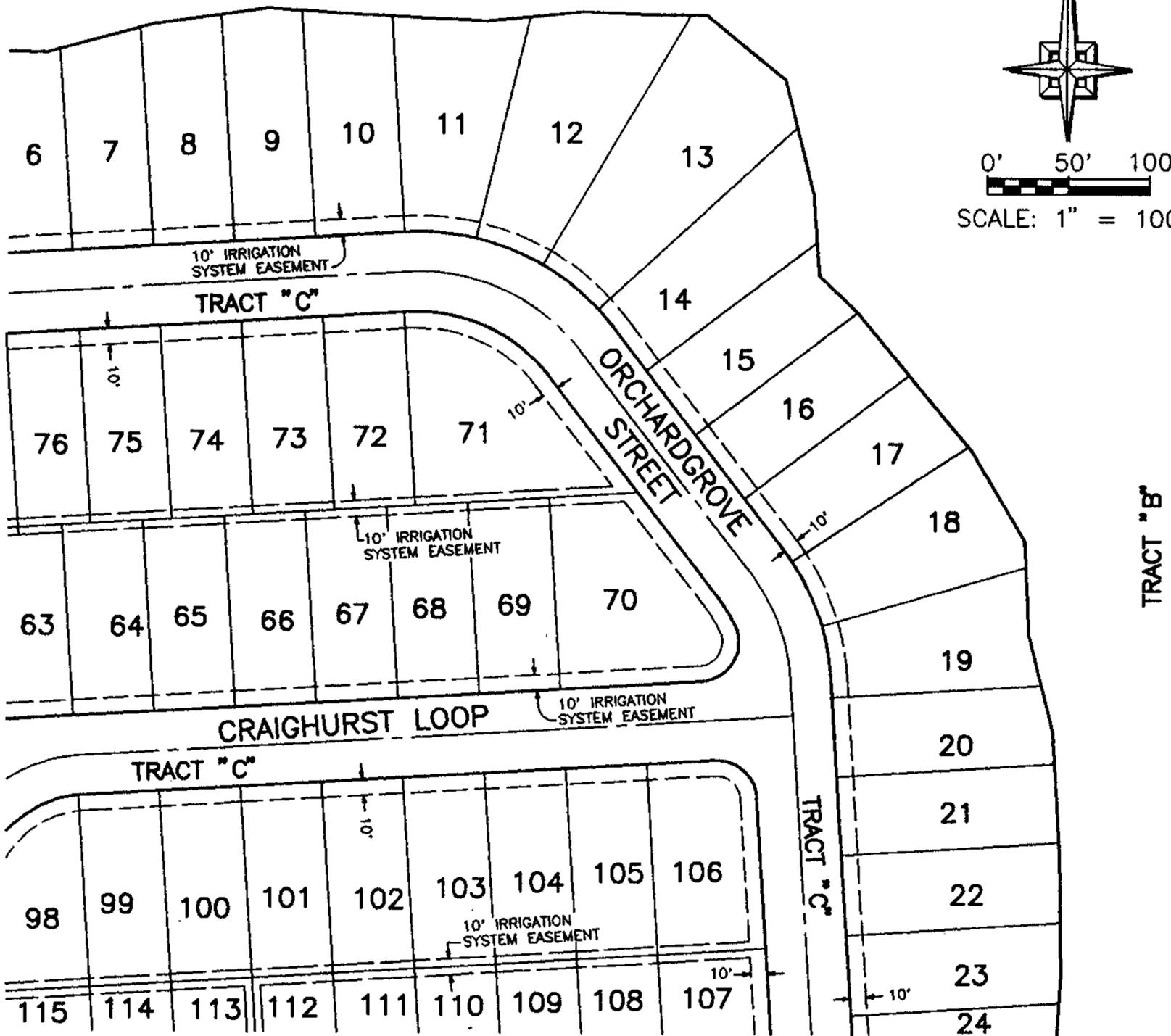
JOB No. 25735
SCALE: 1" = 100'
DATE: 10-29-96
SHEET 2 OF 4

EXHIBIT "D"



0' 50' 100'

SCALE: 1" = 100'

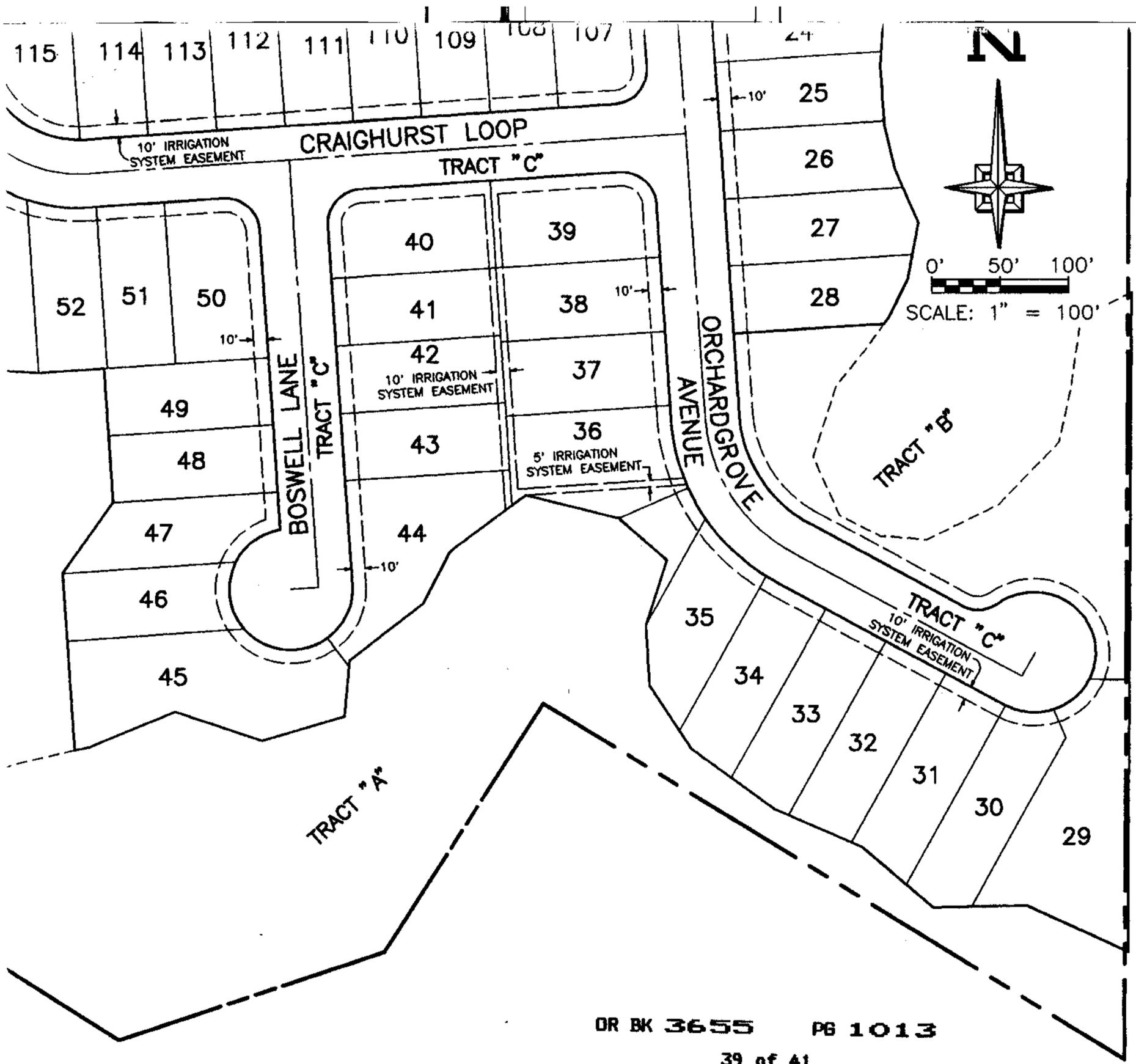


WYNDTREE – VILLAGES 11 AND 12

USE: IRRIGATION DISTRIBUTION SYSTEM

<p>SECTION 34, T. 26 S., R. 16 E. PASCO COUNTY, FLORIDA</p>	<p>PREPARED FOR: SCHICKENDANZ BROS., INC. 2692 CORAL LANDINGS BLVD. PALM HARBOR, FL 34684</p>	<p>PREPARED BY: LLOVERAS, BAUR AND STEVENS ENGINEERS – SURVEYORS 29228 U.S. HIGHWAY 19 N. CLEARWATER, FL 34621</p>
<p>NOTES:</p> <ol style="list-style-type: none"> THIS IS A SKETCH, NOT A BOUNDARY SURVEY. BEARINGS ARE BASED ON EXISTING DEEDS AND PLATS WHICH UTILIZE AN ASSUMED MERIDIAN. EXISTING IMPROVEMENTS ARE NOT SHOWN. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN. 		<p>JOB No. 25735 SCALE: 1" = 100' DATE: 10-29-96 SHEET 3 OF 4</p>

EXHIBIT "D"



WYNDTREE – VILLAGES 11 AND 12
USE: IRRIGATION DISTRIBUTION SYSTEM

SECTION 34, T. 26 S., R. 16 E.
 PASCO COUNTY, FLORIDA

PREPARED FOR:
 SCHICKENDANZ BROS., INC.
 2692 CORAL LANDINGS BLVD.
 PALM HARBOR, FL 34684

PREPARED BY:
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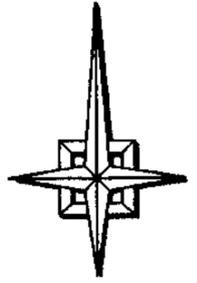
NOTES:

1. THIS IS A SKETCH, NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON EXISTING DEEDS AND PLATS WHICH UTILIZE AN ASSUMED MERIDIAN.
3. EXISTING IMPROVEMENTS ARE NOT SHOWN.
4. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN.

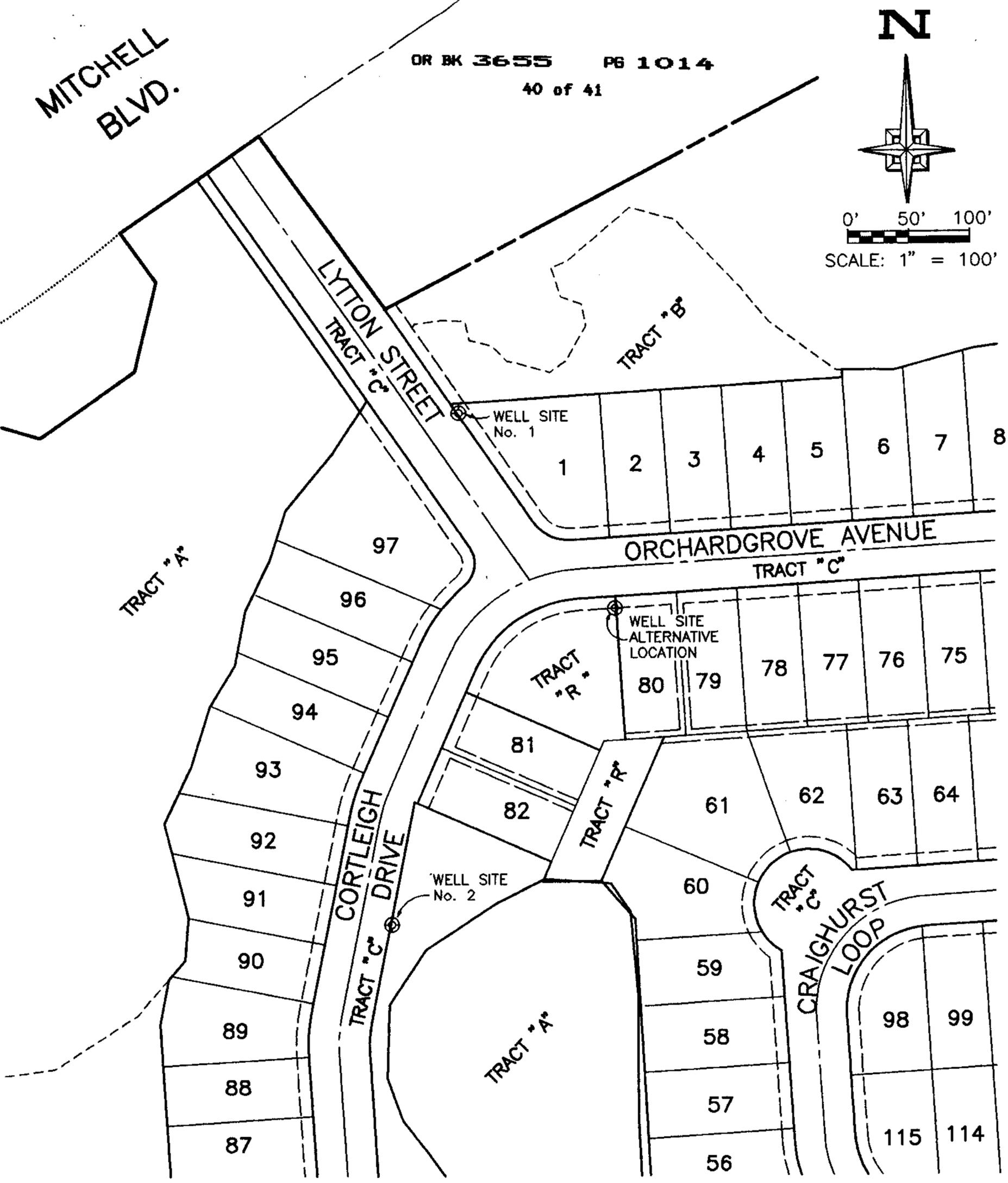
JOB No. 25735
 SCALE: 1" = 100'
 DATE: 10-29-96
 SHEET 4 OF 4

MITCHELL
BLVD.

N



0' 50' 100'
SCALE: 1" = 100'



WYNDTREE – VILLAGES 11 AND 12

USE: IRRIGATION DISTRIBUTION SYSTEM – WELL SITES

SECTION 34, T. 26 S., R. 16 E.
PASCO COUNTY, FLORIDA

PREPARED FOR:
SCHICKENDANZ BROS., INC.
2692 CORAL LANDINGS BLVD.
PALM HARBOR, FL 34684

PREPARED BY:
LLOVERAS, BAUR AND STEVENS
ENGINEERS – SURVEYORS
29228 U.S. HIGHWAY 19 N.
CLEARWATER, FL 34621

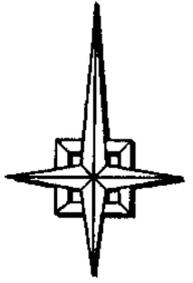
NOTES:

1. THIS IS A SKETCH, NOT A BOUNDARY SURVEY.
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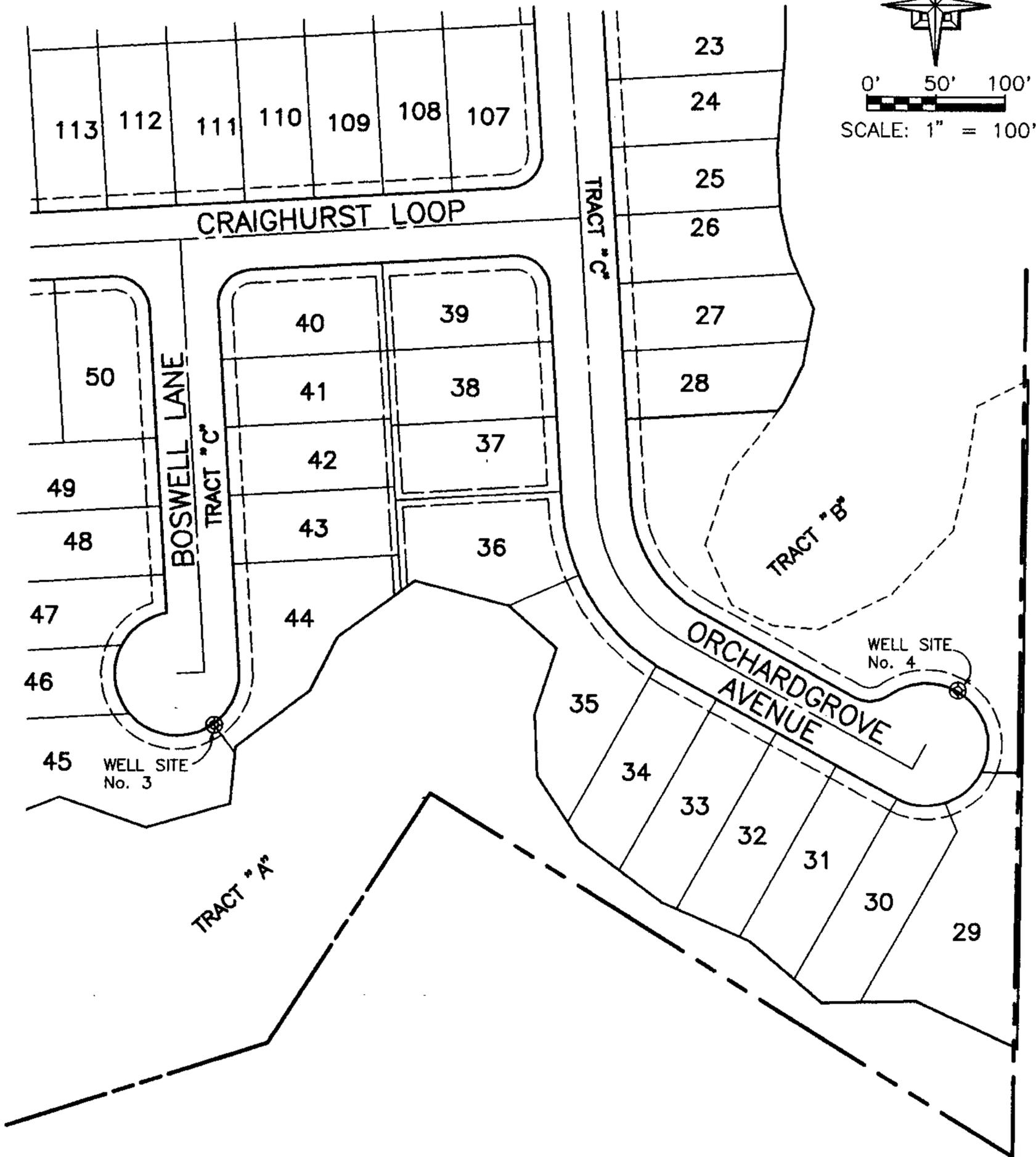
JOB No. 25735
SCALE: 1" = 100'
DATE: 10-29-96
SHEET 1 OF 2

EXHIBIT "E"

N



0' 50' 100'
SCALE: 1" = 100'



WYNDTREE – VILLAGES 11 AND 12

USE: IRRIGATION DISTRIBUTION SYSTEM— WELL SITES

SECTION 34, T. 26 S., R. 16 E. PASCO COUNTY, FLORIDA	PREPARED FOR: SCHICKENDANZ BROS., INC. 2692 CORAL LANDINGS BLVD. PALM HARBOR, FL 34684	PREPARED BY: LLOVERAS, BAUR AND STEVENS ENGINEERS – SURVEYORS 29228 U.S. HIGHWAY 19 N. CLEARWATER, FL 34621
NOTES: 1. THIS IS A SKETCH, NOT A BOUNDARY SURVEY. 2. BEARINGS ARE BASED ON EXISTING DEEDS AND PLATS WHICH UTILIZE AN ASSUMED MERIDIAN. 3. EXISTING IMPROVEMENTS ARE NOT SHOWN. 4. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN.	JOB No. 25735 SCALE: 1" = 100' DATE: 10-29-96 SHEET 2 OF 2	

EXHIBIT "E"