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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TULLAMORE

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TULLAMORE

THIS DECLARATION is made and entered into this 30th day of June, 2003, by MERCEDES HOMES, INC., a Florida corporation and Trout Creek Properties, LLC, a Limited Liability Company (joint "Declarants")

RECITALS:

- A. Declarant is the owner of certain real property located in Pasco County, Florida, described on Exhibit "A" attached hereto and made a part hereof (the "Property").
- B. Declarant intends to develop the Property into a community to be known as "Tullamore" .
- C. At the time of the recordation of the plat for Meadow Pointe Parcel 16 Unit 3B, the Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with, subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

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

ARTICLE I
DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the Association (as hereinafter defined) which have been filed in the Office of the Secretary of State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit "C".

Section 2. "Association" shall mean Tullamore Homeowners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean the bylaws of the Association, as same may be amended from time to time, a copy of which is attached hereto as Exhibit "D".

Section 5. "CDD" shall mean the Meadow Pointe II Community Development District, a community development district created pursuant to Florida Statutes Chapter 190.

Section 6. "CDD Property" shall mean all real property (including the improvements thereon) owned by the CDD. The CDD Property is not part of the Property and is not encumbered by this Declaration. If Declarant conveys any portion of the Property to the CDD, upon recordation of a deed in the Public Records of Pasco County, that portion of the Property shall no longer be subject to the terms of this Declaration.

Section 7. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area may include, but is not limited to, roads, parking areas, sidewalks, paths, entryways, swale areas, recreation facilities, pools, ponds, access gates, and open areas in the Common Area.

Declarant may convey Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Association shall accept title to any real property or personal property offered to the Association by Declarant.

Section 8. "Common Assessments" shall mean assessments or charges levied against all Lots (as hereinafter defined) to fund Common Expenses (as hereinafter defined) in accordance with this Declaration.

Section 9. "Common Expenses" shall mean the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Common Area and all improvements thereon and the Common Maintenance Area (as hereinafter defined), or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to the Governing Documents.

Section 10. "Common Maintenance Area" means all real property from time to time designated by Declarant or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.

Section 11. "Conservation Areas" shall mean those areas dedicated by Declarant for such purposes on any Plat (as hereinafter defined) relating to the Property.

Section 12. "Declarant" shall mean Mercedes Homes, Inc., a Florida corporation, and its successors and assigns. Or Trout Creek Properties, LLC, and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 13. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Tullamore.

Section 14. "Governing Documents" shall mean and collectively refer to the Declaration, Articles, and Bylaws.

Section 15. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

Section 16. "Lot" shall mean any plot of land intended for use as a site for a Residence (as hereinafter defined) and which is shown as a lot upon any recorded Plat of the Property.

Section 17. "Member" shall mean every Person (as hereinafter defined) who is an Owner and in being such the Owners comprise the membership of the Association.

Section 18. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 19. "Person" shall mean an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 20. "Plat" or "Plats" shall mean the plat or plats subdividing the Property, as recorded from time to time in the Public Records of Pasco County, Florida.

Section 21. "Property" shall mean the real property described in Exhibit "A" attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

Section 22. "Residence" means any residential dwelling unit constructed or to be constructed on or within any Lot, together with any appurtenant improvements.

Section 23. "SWFWMD" shall mean the Southwest Florida Water Management District.

Section 24. "Special Assessment" shall mean assessments or charges levied by the Association against all Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Community Walls (as hereinafter defined), including fixtures and personal property related thereto, in accordance with this Declaration.

Section 25. "Specific Assessment" shall mean assessments or charges levied by the Association against a specific Owner's Lot to recover any indebtedness of that Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of Owner's failure to properly maintain his Lot and Residence as herein provided.

Section 26. "Surface Water or Stormwater Management System" shall mean a system operated, maintained, and managed by the CDD which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40D-4 or 40D-40 Florida Administrative Code, and operated, maintained, and managed in a manner consistent with any applicable SWFWMD permit (the "Permit"). The Permit shall be owned by the CDD and the CDD has the obligation to assure that all terms and conditions thereof are enforced. The Surface Water or Stormwater Management System shall include all environmental and conservation areas and other water management areas in the Property.

Section 27. "Undeveloped Parcel" shall mean that certain real property described on Exhibit "B" attached hereto and by this reference made a part hereof, which is presently an unimproved and undeveloped parcel of land that Declarant may, but is not obligated to, develop, improve and, by annexation, subject to this Declaration.

Section 28. "Water Areas" shall mean any lakes, ponds, retention and other water areas within or directly adjacent to the Property.

ARTICLE II PROPERTY RIGHTS

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

- A. The right of the Association to suspend the voting rights and right to use Common Area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- B. The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total Class A votes of the Association. If any Owner's ingress or egress to his Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to that Owner's easement.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots have been or will be installed within or upon the Property for the use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across, and into the Property, the Lots, and all improvements upon the Property for the installation, maintenance, and repair of all utilities, lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, cable television and other utilities or means of communication to the Property, the Lots, the Common Area, and the improvements upon the Property.

Section 4. Surface Water or Stormwater Management and Drainage Easement. An easement is hereby created over the Property in favor of the CDD, including its agents or other designees, for surface water drainage and for the installation and maintenance of the Surface Water of Stormwater Management System for the Property; provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authority from time to time.

Section 5. Public easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

Section 6. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as non shall unreasonably interfere with the use of any Lot. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

Section 7. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

Section 8. CDD. Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves for itself, the Association, and their respective successors and assigns, the right to dedicate, transfer, sell, or otherwise convey portions of the Property including, without limitations, the Common Area, to the CDD for purposes of having the CDD construct, operate, maintain, and repair any and all public improvements which the CDD may legally own and operate pursuant to the provisions of Chapter 190, Florida Statutes. Such public improvements may include, without limitation, roads, sewer and water facilities, landscaping, entry features, swimming pools, docks, parks, gazebos, leisure trails, bike paths, and other recreational facilities. The Association may also contract with the CDD for the CDD to perform any maintenance or repairs of Common Area and Common Maintenance Area. Each Owner shall be solely responsible for all service charges, fees, taxes, and assessments levied by the CDD with respect to the Property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the Property of said Owner.

Section 9. Lot Line Encroachment. Certain Residences and other improvements constructed on Lots by Declarant, may be situated so that a portion thereof, including, but not limited to, any exterior wall of such Residence, walkways, roof overhangs, air conditioning units or concrete pads may be located upon, immediately adjacent to, overhand or encroach upon the boundary line between the Lot upon which said Residence is located and either an adjoining Lot or a portion of the Common Area. In all such cases, said adjoining Lot or portion of the Common Area shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (i) permitting the existence of the encroachment, and (ii) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading. All of such improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any

such easement and appurtenant rights created pursuant to this section interfere with the use of the Lot subject to same.

Section 10. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this article shall survive any termination of this Declaration.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

1. Class A Membership. "Class A Members" shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.
2. Class B Membership. The "Class B Member" shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and convert to Class A membership on the happening of any of the following events, whichever occurs earlier:
 1. The total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
 2. The date exactly ten (10) years after the recording of this Declaration.
 3. The Declarant may elect to convert its Class B membership to Class A membership upon thirty (30) days written notice to the Board (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

In the event additional Lots are added to the Association by annexation pursuant to Article IV of this Declaration after the Class B membership shall cease under Section 2(B) (1) of this article, the Class B membership and voting rights shall be immediately reinstated and resumes, and shall continue until the subsequent occurrence of one of the above events.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation Without Association Approval. Declarant may from time to time within ten (10) years of the date of this Declaration bring, in whole or in part, the Undeveloped Parcel under the provisions hereof by recorded supplemental declarations which shall not require the consent of the existing Owners, the Association, any mortgagee, or the Department of Housing and Urban Development or the Veterans Administration. Nothing herein shall prevent Declarant from rezoning and changing the development plans, with respect to such future portions, or adding additional or other property to the Property.

The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon recording, in the Public Records of Pasco County, Florida, an amendment or supplement hereto, properly executed by Declarant. Until such amendment is recorded no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, not shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel.

Section 4. Additions or Modifications. Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Undeveloped Parcel, which is the subject of such amendments or supplements

to the declaration, as may be determined by Declarant. Further, such amendments or supplements to the Declaration may contain provisions relating to such Undeveloped Parcel, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls, and other provisions pertaining to all or part of such Undeveloped Parcel to the exclusion of other portions of the Property.

Section 5. Other Annexation of Property. Land, other than sections of the Undeveloped Parcel annexed to the Property in accordance with Section 3 of this Article, may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public records of Pasco County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

Section 6. Platting. As long as there is a Class B membership, Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner.

Section 7. Amendment. As long as there is a Class B membership, the provisions of this Article IV cannot be amended without the written consent of Declarant, and any amendment of this Article without the written consent of Declarant shall be deemed null and void.

Section 8. Merger. Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Upon a merger or consolidation of the Association with another association, all Common Areas, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the property, rights, and obligations or another association, by operation of law, may be added to the Property, rights, and

obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidation association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other property as one scheme.

Section 9. Withdrawal of Property. Declarant shall have the right to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration without the joinder, ratification, or approval of the Association, any Owner, or any lienholder (the "Withdrawn Property"). In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of Pasco County an instrument which shall make reference to this Declaration, state that the purpose of this instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration. Declarant shall have the right to later convey previously Withdrawn Property to the Association as Common Area.

Section 10. Special Taxing Districts. In the event that a special taxing district or community development district (the "Taxing District") is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created.

ARTICLE V
FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association through its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

1. All maintenance and repair of the Common Area, and all improvements thereon including roadways, access gates, sidewalks, recreational facilities, landscaping, and utilities, as and when deemed appropriate by the Board.
2. Maintenance of lawn and landscaping (except on the part of the Lot to the rear of the Residence) which may include, but shall not be limited to, mowing, edging, weeding, trimming, pruning trees, fertilizing, lawn pest control, irrigation timers, valves, and sprinklers on Lots.
3. Maintenance of the exterior of buildings, common mail boxes, and other improvements on Lots, which may include, but shall not be limited to, paint, caulk, shingles, roof plywood, and tar paper. Maintenance of doors, door frames, glass surfaces, and locks shall not be provided by the Association.
4. Payment of ad valorem taxes and personal property taxes, if applicable, with respect to the Common Area.
5. Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.
6. Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing

any of the functions or services delegated to the Association in the Governing Documents.

7. Conducting business of the Association, including arranging for administrative services such as legal, accounting, financial, and communications services such as informing Owners of activities, meetings, and other important events.
8. Purchasing insurance to the extent deemed necessary or desirable by the Board including, but not limited to, blanket insurance policies covering the building structures located on the Lots, which blanket insurance policies shall be in the name of the Association individually and as agent for the Owners.
9. Acceptance of any instrument of conveyance with respect to any Common Areas delivered to the Association.
10. Painting and non-structural, cosmetic maintenance of the exterior surfaces of walls, privacy walls, fences and trim of any improvement on any Lot; and painting of any framing located on each Residence on any Lot; and painting and structural maintenance, repair or replacement of roofs, as the Board deems proper, in their sole discretion, provided, however, that such painting and structural maintenance, repair or replacement shall be for ordinary wear and tear from time to time and not for damages caused by fire, hazards, or any other perils or any casualty loss.

Section 3. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

1. Such other services as are authorized in the Governing Documents.
- B. Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Maintenance Area by Declarant or the Association to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person

authorized to grant such right, including, but not limited to, any appropriate governmental authority.

- C. The maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater managements capabilities as permitted by SWFWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by SWFWMD.

Section 4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim, or extra-judicial action unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by the affirmative vote (in person or by proxy) or written consent, or any combination thereof of Owners holding not less than seventy-five percent (75%) of the total votes of the Association, except for:

1. Actions brought by the Association to enforce the provisions of this Declaration.
2. Collecting of debts owed to the Association.
3. Bringing any contest or appeal of tax assessments relating to any property owned by the Association.
4. Counterclaim brought by the Association in proceedings instituted against it.

ARTICLE VI
COMMUNITY WALLS

Section 1. Community Wall. Declarant or the CDD may construct walls or fences (the "Community Wall(s)") in any Common Area, easements, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, or for any other reason at the sole discretion of Declarant or the CDD, or as a

requirement of any municipality or governing authority for the benefit of the Association.

Section 2. Maintenance of Community Walls. Unless maintained by the CDD, Community Wall maintenance shall be performed by the Association. Notwithstanding anything to the contrary contained herein, if the CDD is obligated to maintain a Community Wall, the Association shall have the right, but not the obligation, to perform maintenance or repairs to said Community Wall.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to his Lot, is deemed to covenant and agree to pay the Association: Common Assessments, Special Assessments, Specific Assessments, and assessments for the costs of maintenance and operation for the Surface Water or Stormwater Management System.

All such assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due until paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, Common Maintenance Area, easements area benefiting the Property, right-of-way area adjacent to the Property which the Association chooses to maintain, or for any other purposes set forth in the Declaration that the Board deems appropriate.

Section 3. Maximum Annual Common Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual Common Assessment shall be One Thousand Five Hundred Dollars (\$1,500) per Lot.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Common Assessment may be increased each year by fifteen percent (15%) above the maximum annual Common Assessment for the previous year unilaterally by the Board without the affirmative vote of or confirmation by the Members.
2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, any increase in the maximum annual Common Assessment more than fifteen percent (15%) of the prior year's maximum annual Common Assessment, requires the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose.
3. The Board may fix the Common Assessments at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In any assessment year, the Association may levy against all Lots a Special Assessment applicable to that year, provided that any such Special Assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose.

Section 5. Specific Assessments. The Association may levy a Specific Assessment against an Owner's Lot to recover any indebtedness of such Owner to the Association arising under any provision of the Governing Documents.

Section 6. Uniform Rate of Assessment. All Common Assessments and Special Assessment must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Common Assessments: Due Dates. The Common Assessments shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Common Assessment shall be imposed for the year beginning January 1 and ending December 31. The Common Assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Common Assessment shall be adjusted

according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Declarant's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as the Class B membership exists, Declarant may elect not to pay any assessments on unoccupied Lots owned by Declarant. Should Declarant elect not to pay the assessments, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. This obligation of Declarant shall hereinafter be referred to as Declarant's "Deficiency Obligation. Irrespective of any election on the part of Declarant, any Residence locate on any Lot owned by Declarant which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Declarant at the time said revocation is presented to the Association.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after te due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same of foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Failure to pay assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect assessments.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein.

1. All Property dedicated or deeded and accepted by the CDD, or a public authority, devoted to public use.
2. All Common Area and any improvements thereon.
3. Any Property not designated as Lots.

Section 13. Assessments by CDD. Every Owner is subject to such assessments as may be levied by the CDD. Assessments of the CDD are in addition to, and not in lieu of, assessments of the Association.

ARTICLE VIII ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no landscaping, building, fence, wall, patio, screened room, gutters and down spouts, mailbox, or other structures shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than

repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Board or by an architectural committee appointed by the Board.

The Board may promulgate design and development guidelines, application and review procedures, and building criteria (the "Guidelines"). The Guidelines shall be promulgated on behalf of the Association and shall be binding upon all Owners, builders, developers, and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Guidelines.

ARTICLE IX USE RESTRICTIONS

The Property, shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon Declarant and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representative, successors and assigns.

Section 1. Residential Lots. Except as specifically provided in this Declaration, no use shall be made of Lots other than for residential purposes.

Section 2. Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant or the Association, or any assignee of Declarant or the Association, in dredging the Water Areas, creating land areas from Water Areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

Section 3. Antennas, Aerials, Satellite Dishes and Flagpoles. Outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. Satellite television reception devices no larger than forty inches (40") in diameter are permitted without Board approval if the devices are located in the rear portion of a Residence. Owners shall use their best efforts to locate the satellite television reception devices so they

are not visible from the street fronting the residence. No antennas shall extend more than ten feet (10') above a Residence. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Board, as to its design, height, location and type of flag.

Section 4. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or the improvements thereon or upon any Common Area or any part thereof, without the written authorization of the Board.

Section 5. Trees. Trees or landscaping shall not be cut or removed without approval by the Board.

Section 6. Walls and Fences. Walls, fences, or similar structures, dog runs or animal pens of any kind shall not be placed or erected on any portion of the Property unless erected by Declarant or the Association.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's or Declarant's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

Section 9. Insurance Rates. Nothing shall be done or kept on any Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

Section 10. Surface Water or Stormwater Management System.

- A. The CDD shall operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with SWFWMD Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. The CDD shall be responsible for such maintenance and operation of the entire Surface Water or Stormwater Management System within the Property including but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by SWFWMD.
- B. No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water or Stormwater Management System, nor shall any grading alteration, or other modifications to these areas be made without the prior written permission of the CDD, the Board, Pasco County, and SWFWMD.
- C. No Owner shall remove native vegetation that becomes established within the Surface Water or Stormwater Management System without prior written approval from SWFWMD, Pasco County, and the CDD. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water or Stormwater Management System to the SWFWMD, Permitting Department.
- D. No Owner shall in any way deny or prevent ingress and egress by Declarant, the CDD, the Association, Pasco County, or SWFWMD to any drainage areas or the Surface Water or Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant, the CDD, the Association, SWFWMD,

Pasco County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

- E. No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water or Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water or Stormwater Management System without the prior written consent of the Board, the CDD, Pasco County, and SWFWMD.
- F. No wall, fence, paving, planting or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water or Stormwater Management System.
- G. In addition to the CDD, the Association, SWFWMD and Pasco County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System.
- H. Owners may not construct or maintain any building, Residence, or structure, or perform any activity in the wetlands and landscape buffer/easement area, if any, and upland conservation areas, if any, described in the approved permit and Plat, unless prior approval is received from SWFWMD, the CDD, the Board, and Pasco County pursuant to Chapter 40, Florida Administrative Code.
- I. The covenants and restrictions regarding the Surface Water or Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that the CDD, Pasco County, or SWFWMD will maintain as part of their governmental obligation, agreement with Declarant, or as provided in any permits or ordinances.
- J. Declarant shall convey title to the Surface Water or Stormwater Management System to the CDD. The CDD shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection

of the Surface Water or Stormwater Management System. Accordingly, each Owner, by acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, Pasco County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water or Stormwater Management System and each such Owner shall be deemed to have agreed to look solely and exclusively to the CDD with respect to any such liability or responsibility.

Section 11. Lake Level Fluctuations. Neither Declarant, the CDD, nor the Association makes any representation concerning the current or future water levels in any of the bodies of water in the Common Area or Surface Water or Stormwater Management System, nor shall Declarant, the CDD, or the Association bear any responsibility in attempting to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of Declarant, the CDD, and the Association.

Each Owner, by the acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, the CDD, Pasco County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the lake level fluctuations.

Section 12. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Board or Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 13. Signs. No signs, except a "For Sale or Lease" sign not exceeding four (4) square feet in surface area, shall be erected or displayed to the public view on any Lot unless displayed from within the Residence in the window. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees, assigns, and the Association, to place and

maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales, and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

Section 14. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. No garbage containers, oil tanks, or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board. All non-hazardous trash and other waste shall be placed in secured plastic bags and disposed of in dumpsters provided by the Association. No trash or other waste is to be placed or stored in the Common Area.

Section 15. Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored at any place on any portion of the Property. For the purposes of this rule the following definitions shall apply:

3. "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that do not have commercial markings, signs, logos, tool racks, saddle racks, or other elements of a commercial nature are permitted to park on the Property.
4. "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial marking, signs, displays, or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of

such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 16. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

Section 17. Parking. All parking shall be in designated areas only. Vehicles are not permitted to be parked on grassed areas within the Property.

Section 18. Prohibited Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, sheds, tree-houses or other outbuildings shall be placed or erected on the Property at any time without the express written permission of the Board.

Section 19. Nuisances. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board, whose decision shall be final.

Section 20. Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige, or similar light coloring.

Section 21. Games and Play Structures. No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any portion of the Property without the express written permission of the Board.

Section 22. Common Area. Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common

Area without the approval of the Board. The following shall apply to the Common Area:

1. No activities constituting a nuisance shall be conducted upon any Common Area.
2. No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.
3. The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.
4. Nothing shall be stored, constructed within or removed from the Common Area other than by Declarant or the CDD, except with the prior written approval of the Board.

Section 23. Cable Television. Declarant may coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the Association and all Lots. If such agreement is established, the fees for the cable television service payable to the service provider will be a common expense payable by the Association and will be included within the annual budget for which the assessments are levied each year. No Member or Owner may avoid or escape liability for any portion of the assessments for election by any Member or Owner not to utilize the cable television service.

Section 24. Other Restrictions Established by the Board. The Board shall have the authority from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

Section 25. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Declarant or the Association, or any other Person having an interest herein,

of that Owner's or other party's requirement and obligation to abide by this Declaration.

Section 26. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days, the amount of such fine shall accrue interest at a rate of ten percent (10%) per annum, and shall be treated as a Specific Assessment.

Section 27. Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

Section 28. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

Section 29. Rights of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right to use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no Person shall in any way impede or interfere with Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots

and Residences thereon. Declarant may make such use of Property free from the interference of Owners, or contract purchasers, as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE X
ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and, using his best efforts, diligently proceed to completely cure the violation, the Association may, at its option:

A. Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

B. Damages. Commence an action to recover damages; and/or

C. Corrective Action. Take any and all action reasonable necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

Section 2. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable

attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association.

Section 3. Late Fees. Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot.

Section 4. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Government Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

Section 5. Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 6. Enforcement By or Against the Persons. In addition to the foregoing, the Declaration may be enforced by Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

Section 7. Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI

INDEMNIFICATION

Section 1. Indemnification of Officers, Directors of Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

- a. To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- b. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.
- c. The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or

is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII
AMENDMENTS

Section 1. Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the Public Records of Pasco County, Florida.

amendmentamendment of this Declaration shall be recorded in the Public Records of Pasco County, Florida.

Section 2. Amendment to Comply with governmental Authority. As long as there is a Class B membership, Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, SWFWMD, Federal National Mortgage Association, Pasco County, or any other governmental agency.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF SWFWMD.

Section 3. Amendment to Correct Scrivener's Errors and Clarify Ambiguities. Declarant shall have the right at any time to amend this Declaration to correct scrivener's errors and to clarify ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Assignment of Rights and Duties to the Association. Declarant may at any time assign and delegate to the Association all or any portion of Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Declarant for the proper development, operation and management of the Property. Wherever herein Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Declarant or the Association until such time as Declarant or any successor Declarant is divested of its interest in any portion of the Property or the Undeveloped Parcels, or has terminated its interest in the Property or Undeveloped Parcels, or Declarant has assigned its rights, duties and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative

vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the Public Records of Pasco County, Florida. Unless this Declaration is terminated as provided above, the association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 6. Communication. All communication from Owners to Declarant, its successors or assigns, the Board, or any officer of the Association shall be in writing.

Section 7. Notice. Any notice required to be sent to nay Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

Section 10. Governing Law. The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Pasco County, Florida.

Section 11. HUD/VA Approval. As long as there is a Class B membership, and so long as the Department of Housing and Urban Development or the Veteran's Administration is holding, insuring, or guaranteeing any loan secured by Property subject to this Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veterans Administration: annexation of additional property, dedication of Common Area, and amendment of this Declaration.

Section 12. Security. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them saver than they otherwise might be. Neither Declarant nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal the day and year first above written.

DECLARANT:

Signed, sealed and delivered
in our presence:

MERCEDES HOMES, INC.

a Florida corporation

J. Waddell
Print Name: Jessica Waddell

By: Ronald E. Roberts

Name: Ronald E. Roberts

Title: Director of Land Operations

Address: 5909-D Hampton Oaks Parkway
Tampa, FL 33610

Carol Young
Print Name: CAROL YOUNG

TROUT CREEK PROPERTIES, L.L.C.

a Florida Limited Liability Company

STATE OF FLORIDA
COUNTY OF PASCO

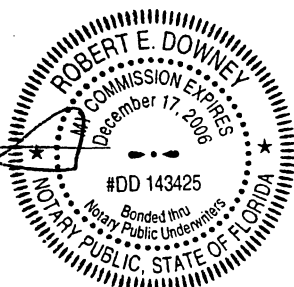
By: P. Douglas Pitt

Name:

Title: Vice President

Address: 100 Bush Street
Suite 1250
San Francisco, CA 94104

The foregoing instrument was acknowledged before me this 25TH of JUNE, 2008, by RONALD ROBERTS, as DIRECTOR OF LAND OPS of MERCEDES HOMES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.



Notary Public

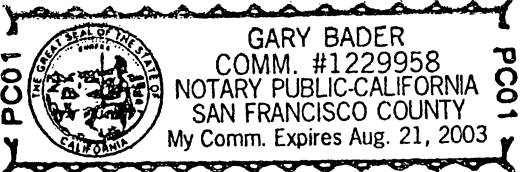
State of CALIFORNIA

County of SAN FRANCISCO

On JUNE 26 2003 before me, Gary Bader, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared S. DOUGLAS POST
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

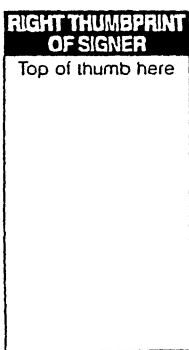
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

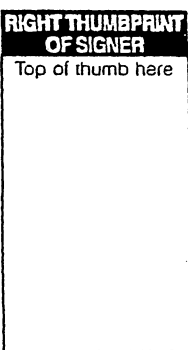
- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"

Legal Description

MEADOW POINTE PARCEL 16 UNIT 3B
(PLAT)

DESCRIPTION: A parcel of land lying in Section 33, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 33, run thence along the South boundary of said Southwest 1/4 of Section 33, S.89°52'26"E., 232.02 feet to the Southeast corner of the right-of-way for MANSFIELD BOULEVARD (PHASE "DE"), as recorded in Official Record Book 4594, Page 415, of the Public Records of Pasco County, Florida, said point also being the POINT OF BEGINNING; thence along the Easterly right-of-way line of said MANSFIELD BOULEVARD (PHASE "DE"), the following four (4) courses: 1) N.05°00'00"W., 221.03 feet to a point of curvature; 2) Northerly, 506.15 feet along the arc of a curve to the right having a radius of 1160.00 feet and a central angle of 25°00'00" (chord bearing N.07°30'00"E., 502.14 feet) to a point of tangency; 3) N.20°00'00"E., 300.00 feet to a point of curvature; 4) Northerly, 37.91 feet along the arc of a curve to the left having a radius of 2040.00 feet and a central angle of 01°03'53" (chord bearing N.19°28'04"E., 37.91 feet) to the Southwesterly corner of MEADOW POINTE PARCEL 16 UNIT 3A, according to the plat thereof as recorded in Plat Book __, Pages __ through __, inclusive, of the Public Records of Pasco County, Florida; thence along the Southerly boundary of said MEADOW POINTE PARCEL 16 UNIT 3A, the following ten (10) courses: 1) S.71°30'00"E., 38.64 feet to a point of curvature; 2) Southeasterly, 15.55 feet along the arc of a curve to the right having a radius of 23.50 feet and a central angle of 37°54'46" (chord bearing S.52°32'37"E., 15.27 feet) to a point of tangency; 3) S.33°35'14"E., 92.14 feet to a point of curvature; 4) Easterly, 122.70 feet along the arc of a curve to the left having a radius of 56.50 feet and a central angle of 124°25'27" (chord bearing N.84°12'02"E., 99.97 feet); 5) S.56°29'27"E., 29.31 feet; 6) S.79°39'57"E., 280.91 feet; 7) S.26°03'24"E., 87.56 feet to a point on a curve; 8) Southeasterly, 67.54 feet along the arc of a curve to the right having a radius of 113.50 feet and a central angle of 34°05'49" (chord bearing S.61°58'08"E., 66.55 feet); 9) EAST, 308.22 feet; 10) S.76°22'26"E., 323.09 feet to the Southeasterly corner of said MEADOW POINTE PARCEL 16 UNIT 3A, said point also lying on the Westerly boundary of MEADOW POINTE PARCEL 16 UNIT 2B, according to the plat thereof as recorded in Plat Book 41, Pages 76 through 81, inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of MEADOW POINTE PARCEL 16 UNIT 2B, S.11°00'00"E., 342.37 feet to the Southwest corner of said MEADOW POINTE PARCEL 16 UNIT 2B; thence continue S.11°00'00"E., 59.58 feet; thence S.45°55'52"W., 53.04 feet; thence S.05°00'22"E., 46.24 feet; thence S.58°16'39"W., 147.43 feet; thence S.00°01'28"W., 142.67 feet to a point on the aforesaid South boundary of the Southwest 1/4 of Section 33; thence along said South boundary of the Southwest 1/4 of Section 33, N.89°52'26"W., 1298.08 feet to the POINT OF BEGINNING.

Containing 26.584 acres, more or less

EXHIBIT "B"

Articles of Incorporation

((H03000220674 3))

ARTICLES OF INCORPORATION
OF
TULLAMORE HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

The undersigned incorporator, being a natural person competent to contract, hereby adopts these Articles of Incorporation in order to form a not for profit corporation without stock under the laws of the State of Florida.

ARTICLE I - NAME

The name of this Corporation is TULLAMORE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II - PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of the Common Area and facilities of Tullamore according to the plat or plats thereof, recorded in the Public Records of Pasco County, Florida (the "Plat") and to undertake the performance of the acts and duties incident to the administration of the operation and management of the Common Area in and in accordance with the terms, provisions, covenants and restrictions contained in these Articles, the Declaration of Covenants, Conditions and Restrictions of Tullamore Homeowners Association, Inc. (the "Declaration"), as recorded in the Public Records of Pasco County, Florida, the Bylaws of this Corporation, and to otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Area. The Association shall be conducted as a Florida corporation not for profit. The terms used in these Articles shall have the same meaning as set forth in the Declaration.

ARTICLE III - POWERS

The Association shall have the following powers:

1. The Association shall have all of the powers and duties granted to corporations not for profit under the laws of the State of Florida except as limited by these Articles of Incorporation and the Declaration.
2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, but not limited to, the following:

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(a) To make and establish reasonable rules and regulations governing the use of Lots and the Common Area as said terms may be defined in the Declaration.

(b) To buy, sell, lease, mortgage or otherwise deal with any and all property, whether real or personal.

(c) To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the requirements of the applicable Southwest Florida Water Management District permit and applicable district rules; and to assist in the enforcement of those provisions of the Declaration which relate to the surface water or stormwater management system(s).

(d) To levy and collect assessments against members of the Association to defray the common expenses of the Properties as may be provided in said Declaration and in the Bylaws of this Association which may be hereafter adopted, including the right to levy and collect assessments for the costs of maintenance and operation of the surface water or stormwater management system and including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Lots in said development.

(e) To maintain, repair, replace, operate and manage the Common Area, including the right to reconstruct improvements after casualty and to make further improvements to the Common Area.

(f) To contract for the maintenance of the Common Area.

(g) To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the Rules and Regulations governing the use of the Common Area as may be hereafter established.

(h) To approve or disapprove the transfer, lease, mortgage and ownership of Lots as may be provided by the Declaration and by the Bylaws.

(i) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration.

(j) All funds and the titles to all property acquired by the Association, and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws of the Association.

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ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Membership shall be acquired by recording in the Public Records of Pasco County, Florida, a deed or other instrument establishing record title to a Lot, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, that any party who owns more than one Lot shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Lot.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only those votes for each Lot as set forth in the Declaration, notwithstanding the fact that the Lot is owned by more than one person, and such vote or votes may be exercised by the Owner or Owners of each Lot in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any Owner or Owners own more than one Lot, such Owner or Owners shall be entitled to exercise or cast as many votes as are allocated to the particular Lots owned, in the manner provided by the Bylaws.

5. Notwithstanding anything to the contrary herein, there shall be two (2) classes of Members. The Declarant shall be a Class B Member. The Class B Member shall be entitled to three (3) votes per Lot. All other Owners shall be Class A Members, which shall have one (1) vote per Lot. The Class B membership shall be converted to Class A membership no later than three (3) months after ninety percent (90%) of the Lots in the Subdivision have been conveyed to Members, not including conveyances to a person, firm or entity to whom Declarant assigns its rights.

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ARTICLE V - TERM

Existence of the Association shall commence upon execution of these Articles of Incorporation. The Association shall exist in perpetuity. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI - LOCATION

The principal office of the Association shall be located at 5909-D Hampton Oak Parkway Tampa, Florida 33610, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

ARTICLE VII - DIRECTORS

1. The Affairs of the Association shall be managed by a Board of Directors. The number of persons which will constitute the entire Board of Directors shall not be less than three (3) nor more than seven (7), except as may be changed from time to time as provided in the Bylaws. The manner of electing directors shall be provided for in the Bylaws of the Association.

2. The number of directors constituting the initial Board of Directors of the Association is three (3). The names and addresses of said persons who are to serve on the initial Board of Directors are:

RON ROBERTS	5909-D Hampton Oak Parkway Tampa, Florida 33610
PAUL SCHOETTELKOTTE	5909-D Hampton Oak Parkway Tampa, Florida 33610
PAMELA MALONE	5909-D Hampton Oak Parkway Tampa, Florida 33610

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ARTICLE VIII - OFFICERS

The affairs of the Association shall be administered by the officers in accordance with the Bylaws. The president and such other officers and assistant officers as the Board of Directors may from time to time designate shall constitute the officers of the Association. The officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

RON ROBERTS - President	5909-D Hampton Oak Parkway Tampa, Florida 33610
PAUL SCHOETTELKOTTE - Secretary	5909-D Hampton Oak Parkway Tampa, Florida 33610
PAMELA MALONE - Treasurer	5909-D Hampton Oak Parkway Tampa, Florida 33610

ARTICLE IX - BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may, thereafter, be altered, amended or rescinded only as provided in said Bylaws.

ARTICLE X - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer at the time such expenses are incurred except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that any claim for reimbursement or indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

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The Board of Directors may, and shall if the same is reasonably available, purchase liability

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45 of 58

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The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by the Lot Owners as part of the common expense.

ARTICLE XI - AMENDMENTS

These Articles of Incorporation may be amended by the members of the Association owning a majority of the Lots whether meeting as members or by instrument in writing signed by them. Provided, however, that no amendment shall make changes in the qualifications for membership nor the voting rights of the members, nor change the provisions contained in Article III, Paragraph 2(j), without approval in writing of all members and the joinder of all record owners of mortgages on the Lots. Furthermore, no amendment shall be made that is in conflict with the Florida Statutes or the Declaration.

ARTICLE XII - CONFLICTS OF INTEREST

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation or partnership shall be affected or invalidated by reason of the fact that any director or officer of the Association is pecuniarily or otherwise interested therein.


ARTICLE XIII - INCORPORATOR

The name and address of the initial incorporator is as follows: Gary B. Frese, 930 S. Harbor City Boulevard, Suite 505, Melbourne, Florida 32901.

ARTICLE XIV - REGISTERED AGENT

The initial registered agent of the Association is Gary B. Frese and the street address of the initial registered office of the Association is 930 S. Harbor City Boulevard, Suite 505, Melbourne, Florida 32901. This corporation shall have the right to change such registered agent and office from time to time as provided by laws.

IN WITNESS WHEREOF, the undersigned has made and subscribed to these Articles of Incorporation in Melbourne, Brevard County, Florida, this 26th day of June, 2003.



Gary B. Frese

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OR BK **5423** PG **1469**
46 of 58

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I hereby declare that I am familiar with and accept the duties and responsibilities as registered agent for said corporation.



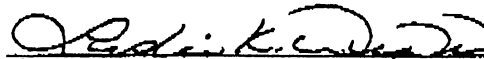
Gary B. Frese
Registered Agent

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared, **GARY B. FRESE**, who is personally known to me and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of June, 2003.





Notary Public
State of Florida at Large

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EXHIBIT "C"

OR BK **5423** PG **1470**
47 of 58

Bylaws

BYLAWS
OF
TULLAMORE HOMEOWNERS ASSOCIATION, INC.

OF

TULLAMORE HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit Under
The Laws of the State of Florida)

ARTICLE I - PURPOSE, ETC.

1. These are the Bylaws of Tullamore Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter called the "Association". The Association has been organized for the purpose of administering the operation and management of the Common Property and facilities of Tullamore of Pasco County, Florida. The provisions of these Bylaws are applicable to said property, and the terms of provisions hereof are expressly subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and as contained in the Amended and Restated Declaration of Covenants and Restrictions of Tullamore, as recorded in Official Record Book _____, Page _____ of the Public Records of Pasco County, Florida (hereinafter the "Declaration"). The terms and provisions of said Articles of Incorporation and the Declaration shall be controlling whenever the same may be in conflict herewith.

2. The office of the Association shall be at 5909-D Hampton Oak Parkway, Tampa, Florida 33610, or such place as the Board of Directors may determine from time to time.

3. The fiscal year of the Association shall be from January 1 to December 31; provided, however, the Board of Directors is expressly authorized to adopt a different fiscal year at such time as the Board deems advisable.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not for Profit"; and the year of the incorporation, an impression of which seal is as follows:

5. As used herein, the term "Developer" shall have the same meaning as such term is defined in the Declaration. Other capitalized terms herein which are not expressly defined herein shall have the same meaning as in the Declaration.

ARTICLE II - MEMBERSHIP, VOTING, QUORUM, PROXIES

1. Each Owner, as defined in the Declaration, shall be a Member of the Association.
2. A quorum at Members' meetings shall consist of persons present in person or by proxy, entitled to cast thirty percent (30%) of the votes of the entire Membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation or these Bylaws.
3. The vote of the Owners of a Lot owned by more than one person may be cast by any such Owner. In the event of disagreement between or among such Owners such that more than one different vote is attempted by any such Owners, no vote shall be allowed for such Lot on the disagreed issue.
4. Votes may be cast in person or by proxy. A proxy shall be valid only for the particular meeting designated thereon, and as the meeting may lawfully be adjourned and reconvened from time to time, and shall automatically expire ninety (90) days after the date of the meeting for which it was originally given. To be valid, a proxy must state the date, time and place of the meeting for which it was given, must be signed by the Owner giving the proxy and must be filed with the Secretary before the appointed time of the meeting.
5. No vote shall be allowed for any partial Lot.

ARTICLE III - ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The Annual Members Meeting shall be held at the office of the Association at least once each calendar year at a time designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.
2. Special Members Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members of the Association owning not less than a majority of the Lots.

3. Written notice of all Members meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other office of the Association in the absence of such officers, to each Member; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each Member not less than ten (10) days or more than thirty (30) days prior to the date set for such meeting. Unless an Owner waives in writing the right to receive notice of the annual meeting by mail, the notice shall be sent by mail to each Owner. If presented personally, receipt of such notice shall be signed by the Member indicating the date on which said notice was received by him or her. Additionally, written notice of such meeting shall be posted conspicuously at the Community Center at least forty-eight (48) hours prior to the date of said meeting. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. If any Members meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended as set forth in the Articles of Incorporation, these Bylaws or the Declaration, the Members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of the membership, the President shall preside, or in his or her absence, the Vice-President shall preside, or in the absence of both, the membership shall select a chairperson.

5. The order of business at Annual Members Meetings and, as far as practical, at all other Members' meetings, shall be as follows:

- (a) Certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Approval of minutes of prior meeting.
- (d) Election of directors.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

Minutes of all meetings of Members shall be maintained in written form or in another form that can be converted into written form within a reasonable time and shall be available for inspection by the Members and Board of Directors at all reasonable times.

ARTICLE IV - DIRECTORS

1. The Board of Directors shall consist of not less than three (3) and not more than seven (7) members and shall always be an odd number. The exact number shall be determined by the Members. All members of the Board of Directors shall be at least age eighteen (18).

2. Election of directors shall be conducted in the following manner:
 - (a) Election of directors shall be held at the Annual Members Meeting, subject to the provisions of Subparagraph 2(e) hereof.
 - (b) Nominations may be made from the floor of such meeting if required by Florida Statutes or by a committee appointed by the Board.
 - (c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast. Each Owner or proxy holder shall be entitled to cast one (1) vote for each Lot owned by such Owner for each director to be elected; provided, however, there shall be no cumulative voting.
 - (d) Vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining directors.
 - (e) Notwithstanding anything herein contained, so long as the Developer owns at least one (1) Lot, the Developer shall have the right to have at least one (1) member of the Board appointed or chosen by the Developer.
 - (f) Ballots may be cast, in person or by mail, at any time after receipt of the Official Ballot and before the announcement of the close of voting at the meeting. A ballot shall not be deemed cast until delivered to the office of the Association or to the presiding officer at a Members Meeting, and it has been executed in accordance with the instructions on the Official Ballot and in accordance with the Declaration, the Articles, these By-Laws and applicable Florida law.
3. The term of each director's service shall extend until his or her successor is duly elected and qualified or until he or she is removed.
4. One regular meeting of the Board of Directors shall be held annually and shall be held immediately following the Annual Membership Meeting and at the same location. Notice of regular meetings shall be given to each director in writing personally or by mail, or facsimile, at least ten (10) days prior to the day named for such meeting.
5. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of a majority of the directors. Not less than two (2) days notice of the meeting shall be given to each director in writing, personally or by mail or facsimile, which notice shall state the time, place and purpose of the meeting.

6. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice. Attendance at the meeting shall be deemed a waiver of proper notice.

7. A quorum at directors' meetings shall consist of at least a majority of the entire Board of Directors. All actions or resolutions approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors as required by the Declaration, the Article of Incorporation, or these Bylaws.

8. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

9. The presiding officer of directors' meetings shall be the President; and if absent, the Vice-President shall preside. In the absence of such presiding officer, the directors present shall designate one of their number to preside at such meeting.

10. The order of business at the Annual Directors' Meetings and as far as practical, at all other Directors meetings, shall be as follows:

- (a) Call of the roll.
- (b) Proof of due notice of meeting.
- (c) Approval of minutes of previous meeting.
- (d) Committee reports.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

11. Minutes of all meetings of the directors shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting shall be recorded in the minutes. Minutes shall be available for inspection by Owners and Board members at all reasonable times.

12. Meetings of the Board of Directors shall be open to all Owners, and the Secretary of the Association shall conspicuously post a notice to Owners, notifying them of an upcoming meeting of the Board, at least forty-eight (48) hours before such meeting, except when an emergency meeting of the Board is required. Unless otherwise approved by the Board, no Member who is not a Board member, shall have the right to speak or otherwise be heard at any Directors= Meeting.

13. Emergency meetings of the Board of Directors may be held by the directors conferring with each other by telephone. In such event, the signature of a director on the minutes of any such meeting shall conclusively establish said director's presence at, and joinder in, such meeting for purposes of determining a quorum, and unless a contrary vote is indicated, shall establish said directors' vote in favor of actions approved by the Board during such meeting.

14. Directors shall not be entitled to any fees or compensation for their services as directors, other than direct expenses, except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting.

15. All of the powers and duties of the Association existing under the Florida Not for Profit Corporation Act (the "Act"), Declaration, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents. Such powers and duties shall include, but not necessarily be limited to, the following:

(a) Financial. To make and collect assessments; disburse funds in its possession and the exercise of its powers and duties; pay taxes, assessments and fines which are liens against any part of the Association's property other than the individual Lots owned by other than the Association.

(b) Control. To maintain, repair, replace and operate Association property; purchase insurance upon the Association's property and insurance for the protection of the Association, its Board of Directors, and its members; reconstruct improvements after casualty and, pursuant to the Declaration, further improve Association property; make, from time to time, reasonable rules and regulations so long as such rules or regulations do not conflict with the provisions of the Act, the Declaration, the Articles of Incorporation and the Bylaws; employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

(c) Management Control. To contract the maintenance, management or operation of Association property, and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration, Articles of Incorporation, or these Bylaws to have approval of the Board of Directors or the membership of the Association. No such management contract shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Act or Declaration.

(d) Committees. To establish and appoint, from the Membership and the Board, members of committees to assist the Board with its duties and undertakings.

16. A Director may be removed by an affirmative vote of a majority vote of Members at a meeting at which a quorum is present. This section shall not apply to a Board member appointed or chosen by the Developer.

ARTICLE V - OFFICERS

1. The officers of the Association shall be a president, who shall be a director; a vice-president, who shall be a director; a treasurer and a secretary, all of whom shall be elected annually by the Board of Directors and who may peremptorily be removed by a majority vote of the directors present at any duly constituted meeting. The Board of Directors shall, from time to time, elect such officers and designate their powers and duties as the Board shall find to be required to manage the affair of the Association. A vacancy in any office shall be filled by the Board of Directors. No person may hold more than one office at the same time.

2. The president shall be the chief executive officer of the Association. He or she shall have all of the powers and duties including, but not limited to, the responsibility to serve as chairman of all Board meetings and Members' meetings, and to sign documents on behalf of the Association.

3. The vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He or she shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

4. The secretary shall keep the minutes of all proceedings of the directors and the Members. He or she shall attend to the giving and service of all notices to the Members and directors, and such other notices as may be required by law. He or she shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He or she shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the Board or president. If so directed by the Board of Directors, the duties of secretary may be filled by a manager employed by the Association.

5. The treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the members; keep the books of the Association in accordance with good accounting practices; make provision for collection of assessments, and all other duties incident to the office of the treasurer. If so directed by the Board of Directors, the duties of treasurer may be fulfilled by a manager employed by the Association.

6. No compensation shall be paid to any officer of the Association except with the approval of a majority of the Membership, reflected by a vote taken by a duly constituted Membership meeting. No officer who is a designee of the Developer shall receive any compensation for his or her services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of

Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything be construed as to preclude the Board from contracting with a director or officer or any such corporation in which a director or officer of the Association may be a stockholder, officer, director or employee for the management of Association property for such compensation as shall be mutually agreed between the Board and such officer or director.

ARTICLE VI - FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in the Declaration and Articles of Incorporation, shall be supplemented by the following provisions:

1. The Association shall maintain an assessment roll which shall be maintained in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

2. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of the Declaration, the directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided for special membership meetings, and such budget adopted by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

3. Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during the year, the Board of Directors shall report to the Lot Owners at the annual meeting of such Owners, the amount, if any, by which assessments for the preceding fiscal year have exceeded the expenditures of the Association. Such excess shall be applied automatically against the following year's assessment.

4. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days after preparing the financial report, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either: (i) financial statements presented in conformity with generally accepted accounting principals; or (ii) a financial report of actual receipts and expenditures, cash basis, which report must show: (1) the amount of receipts and expenditures by classification; and (2) the beginning and ending cash balances of the Association.

5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. No person, other than a Director, may negotiate an Association Certificate of Deposit.

6. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

ARTICLE VII - PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

ARTICLE VIII - AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Amendments to these Bylaws may be proposed by a majority of the Board of Directors of the Association or upon vote of a majority of the Owners, whether meeting as Members or by instrument, in writing, signed by them.

2. In order for such amendment or amendments to become effective, the same shall be approved by a majority of the total number of votes of the entire membership of the Association. Thereupon such amendment or amendments to these Bylaws shall be transcribed and certified by the president and secretary of the Association.

3. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

4. No amendment shall be made that is in conflict with the Act, the Articles of Incorporation or any of the provisions of the Declaration. No amendment shall be adopted without the consent and approval of the Developer so long as it shall own one or more Lots, provided, however, this sentence shall not be applicable after six years from the date of adoption of these By-Laws.

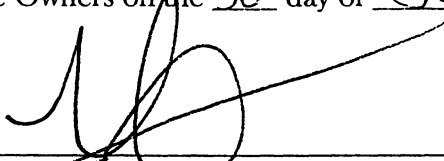
ARTICLE IX - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

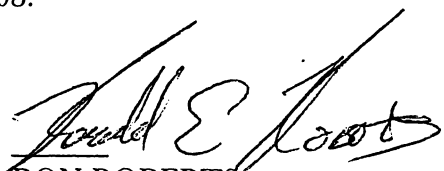
2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidence or indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer, and countersigned by the president or vice-president of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

The foregoing was adopted as the Bylaws of Tullamore Homeowners Association, a corporation not for profit, under the laws of the State of Florida, by a written consent of a majority of the Owners on the 30 day of June, 2003.



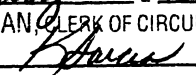
PAUL SCHOETTELKOTTE
Secretary



RON ROBERTS
President

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 1 DAY OF

July 2 003
JED PITZMAN, CLERK OF CIRCUIT COURT
BY  DEPUTY CLERK