

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PROVIDENCE LAKES, UNIT III

STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

This Declaration of Covenants, Conditions, and restrictions for PROVIDENCE LANES UNIT III, ("Declaration"), is made as of the 14 day of April, 1988, by Suarez Housing Corporation, a Florida Corporation (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant owns all of that certain property known as Providence Lakes, Unit III, a subdivision in Hillsborough County, Florida described as follows:

All property located in Providence Lakes Unit III subdivision, Hillsborough County, Florida according to the Map or Plat thereat recorded in Plat Book 64, Page 3-2 of the Public Records of Hillsborough County, Florida.

WHEREAS, Providence Lakes Unit III is subject to the covenants, conditions, and restrictions as set forth in the Master Declaration of Covenants, Conditions and Restrictions for Providence Lakes, dated October 30, 1984, and recorded in Official Records Book 4466, at Page 1298 of the Public Records of Hillsborough County, Florida, as amended by the First Amendment to Master Declarations to Covenants, Conditions, and Restrictions for Providence Lakes, dated January 18, 1985, and recorded in Official Records Book 4498 at Page 493 of the Public Records of Hillsborough County, Florida;

WHEREAS, Declarant wishes to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Providence Lakes Unit III in order to establish a uniform plan for the development, improvement, and sale of lots in such subdivision, and to insure the preservation of such uniform plan ±or the benefit of both the present and future owners of lots in said subdivision.

NOW, THEREFORE, The Declaration is set forth as follows and Declarant hereby adopts, establishes, and imposes upon the above-described property and declares the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision, which reservations, easements, restrictions, covenants, and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Control Committee", or "Committee", shall mean the Providence Lakes Unit III Architectural Control Committee, provided for in Article IV hereof.

Section 2. "Association" shall mean PROVIDENCE LAKES MASTER ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns. The Association has been created pursuant to the Master Declaration.

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

Section 4. "Common Areas" shall mean all property owned by the Association, if any, for the common use and benefit of the owners in Providence Lakes.

Section 5. "Declarant" shall mean Suarez Housing Corporation, a Florida corporation, and its successors and assigns, if such successors and assigns are designated by Declarant in an instrument recorded in the Public Records of Hillsborough County, Florida as the successors and assigns of all of such Declarant's rights hereunder.

Section 6. "FHA" shall mean and refer to the Federal Housing Administration.

Section 7. "Lot" shall mean any lot shown on the Plat and any lot in properties annexed to the Subdivision. "Lots" shall mean more than one Lot.

Section 8. "Master Declaration" shall mean the Master Declaration of Covenants, Conditions, and Restrictions for Providence Lakes dated October 30, 1984, and recorded in official Records Book 4466 at Page 1298 of the Public Records of Hillsborough County, Florida as amended by the First Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Providence Lakes, dated January 18, 1985 and recorded in Official Records Book 4498 at Page 493 of the Public Records of Hillsborough County, Florida, and as may be further amended from time to time.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding contract buyers, those having an interest merely as security for the performance of an obligation and those having only an easement, a mineral interest, or a royalty interest.

Section 10. "Plat" shall mean the plat or plats of the Subdivision recorded in the public records of Hillsborough County, Florida, and shall include any replats or plat amendments of the Subdivision.

Section 11. "Subdivision" shall mean the real property described above, subject to the reservations, easements, restrictions, covenants, and conditions set forth herein and in the Plat and any additional, properties which may hereafter be made subject to this Declaration.

Section 12. "Unit" shall mean and refer to a detached single family residential housing unit constructed on any Lot.

Section 13. "VA" shall mean and refer to the Veteran's Administration.

Section 14. "Improvement" shall mean materials, buildings and modifications thereto, roofs, fences, walls, other structures, exterior components and landscaping.

ARTICLE II RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Section 1. Resubdivision. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the Subdivision contained within the boundaries of the Plat and such Lots as replatted shall be subject to this Declaration as if such Lots were originally included herein. Any such replat must comply with FHA and VA requirements.

Section 2. Easements, Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the property. No permanent improvements or structures shall be placed or erected upon or permitted to remain within any easement areas. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected within any easement areas. All electrical, telephone, and other utility lines and facilities other than temporary electrical and telephone installed by Declarant shall be installed in underground conduits. The easement areas of each and all Improvements therein shall be maintained continuously by the Owner of the Lot, except those Improvements for which a public authority or utility company is responsible. The Association will maintain lake easements and owners of lakefront property are prohibited from putting any object that would impede maintenance of this easement.

ARTICLE III USE RESTRICTIONS, MAINTENANCE OF LOT

Section 1. In General. No building shall be erected, altered or permitted to remain on any Lot other than a detached single family dwelling, which is to be used exclusively for residential purposes and not exceeding two (2) stories and thirty-five (35) feet in height. Each such dwelling on a lot shall have an attached, enclosed garage for 2 cars. The Architectural Control Committee may, in its discretion, permit as hereinafter provided, the construction of a garage for more than 2 cars. No mobile homes or trailers shall be

placed on or stand on any lot. No Lot shall be used for business or professional purposes. No building of any kind shall ever be moved onto any lot unless the prior written consent of the Architectural Control Committee has been obtained. This restriction shall not apply to normal construction and sales activities by the Declarant or its successors, assigns or Designees for use in Developing and Marketing the property.

Section 2. Minimum Square Footage within Improvements. Each dwelling in the Subdivision shall have an minimum of one thousand three hundred (1300) square feet of living area exclusive of open porches, garage, terraces, patios, and parking spaces.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed in accordance with plans and specifications approved by Hillsborough County, Florida, along the front of all Lots and along the entire street sides of all corner Lots. Sidewalks along each Lot shall be constructed and completed before the dwelling thereon is occupied.

Section 4. Location of the Improvements on a Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street aide line than the minimum building setback lines shown on the officially approved detailed site plan on record with Hillsborough County, Florida for Providence Lakes Unit IV. No dwelling or portion thereof shall be located on any Lot within any portion of a recorded easement. In addition, in no instance shall a detached single family dwelling be located nearer than 20 feet from the front or rear line of the Lot. No part of such dwelling or any garage or other structure shall be located nearer than 5 feet from an interior side line of the Lot or 20 feet from any street side line of a corner lot. For the purpose of this provision, steps and decks shall not be deemed a portion of the Unit, but nothing herein shall be construed to permit any Improvements to encroach upon another Lot.

Section 5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

Section 6. Limitation on Use; Prohibition or Illegal or Offensive Activities. No activity of any nature shall be conducted on any Lot or in any structure thereon other than the use of such Lot and all structures thereon strictly for single family residential purposes. No business building, machine shop or other industrial or commercial structure or building devoted to commercial or public enterprises shall be erected or used on any Lot and no business which attracts any customers or clients to a Lot shall be conducted or carried on or be practiced upon any Lot or any Unit or accessory building constructed thereon, except that buildings may be erected and used by Declarant, its successors, assigns or designees for use in developing and marketing the Property. This restriction shall not apply to the normal construction and sales activities by Declarant required to construct or sell dwellings in the Subdivision and the lighting effects utilized to display model dwellings for sale. No illegal, noxious, or offensive activity of any sort shall be carried on or permitted on any Lot or in any structures thereon and nothing shall be done on any Lot or in any structure thereon which may be or may become an annoyance or a nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or question.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other common household pets may be kept, provided that they are not raised, bred, or kept for commercial purposes. No more than two (2) of each specie of such pets will be permitted on each Lot (including the dwelling and other structures on such Lots). Common household pets shall be confined within a fenced area which encloses the entire backyard, or within the dwelling. The pet shall be kept on a leash at all times by its owner. The pet owner shall keep his or her Lot, or the Lot at which such pet owner resides, clean and free of all pet debris and shall not permit the pet to cause debris on other Lots or the Common area. No pets shall be allowed to run free and unattended in the neighborhood and shall be subject to all applicable local ordinances existing at the time.

Section 8. Prohibited Structures. No trailer, tent, above-ground pool, shack, garage, barn, storage shed, or other similar structure shall be maintained or used on any Lot at any time as a dwelling or for any other purpose; provided, however, subject to the provisions of this Declaration, and provided that the prior written approval of the Committee has been received for all plans and specifications, a storage shed, of the same architectural character and same material as the dwelling on a Lot, may be maintained or used on such Lot for storage purposes if such storage shed is attached to a substantial portion of one walls of the dwelling on such Lot or if the roof of such storage shed is attached to a substantial portion of the roof of

such dwelling. Notwithstanding the first sentence of this Section, Declarant, its successors and assigns shall have the exclusive right to erect, place and maintain on any portion of the Subdivision any of the facilities listed in the first sentence of this Section as in its sole discretion Declarant deems necessary or convenient to sell Lots and dwellings, and to construct other improvements in the Subdivision. Such facilities may include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 9. Visual Obstruction at the Intersections of Public Streets. No object shall be placed, planted or permitted to remain on any corner Lot if such object obstructs any portion of a person's view from any right-of-way adjacent to such Lot and within an area the vertical dimension of which extends from the ground to an elevation of eight (8) feet and the horizontal dimension of which extends twenty-five (25) feet to the left and twenty-five (25) feet to the right from the center of the intersection adjacent to such corner Lot.

Section 10. Storage of Automobiles, Boats, Trailers, and Other Vehicles. No motor vehicle shall be parked or stored on any Lot and included easement or right of way, unless such vehicle is capable of being concealed from public view or from adjacent residences inside a garage or other approved enclosure. Permitted vehicles are described, as:

- (a) passenger automobile,
- (b) passenger van (other than a motor home or recreation vehicle)
- (c) motorcycle, and
- (d) pickup truck, whether or not with attached-bed camper, which can be completely concealed with the garage, as built, of the dwelling in the Subdivision in which the owner of such pickup truck resides,

if such vehicle has a current license plate, is being used daily as a motor vehicle on the streets and highways of Florida and if such vehicle can be concealed from public view or private residences in a garage.

No non-motorized vehicle, trailer, boat, boat trailer, camper or other habitable vehicle of any type, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, sidewalk, right-of-way, or portion of the Common Areas. If owned by the homeowner, such objects must be concealed from public view and adjacent residences inside a garage or other approved enclosure. For purposes of this paragraph, the term "approved enclosure" shall mean any fence, structure, or other improvement approved by the Architectural Control Committee.

Except as otherwise expressly provided in this Section, no commercial vehicles, machinery, or maintenance equipment shall be parked at any time within the Subdivision except for any such vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair, or maintenance of a Lot or dwelling or the Common Areas.

No inoperative or abandoned cars, trucks, trailers, motorcycles or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition as determined by the Committee.

If a complaint is received by the Association about a violation of any part of this Section, the Architectural Control Committee shall determine whether a violation exists and its decision shall be binding on all parties.

Section 11. Walls, Fences and Hedges. No hedges in excess of three (3) feet in height, and no walls or fences of any height shall be erected or maintained nearer to the front line of the Lot than the plane of the front exterior wall of the dwelling on such Lot, except for the model center on a temporary basis and only while such models are used for sales purposes. Corner lots are deemed to have two front lines for the purposes of this section. No side or rear hedge, wall or fence shall be more than eight (8) feet in height with

the exception of perimeter privacy walls constructed by the Declarant on double fronting lots which may be up to ten (10) feet in height. For lots adjacent to the perimeter wall, the Owner's fence or fence wall shall be constructed in a manner that commencing at a point no less than ten (20) feet in distance from the perimeter wall, the Owner's fence or fence wall shall be gradually decreased to the perimeter wall height so that at its closest point to the perimeter wall the Owner's fence and the perimeter wall are of the same height or the Owner's fence is of a lesser height. All fences or walls must be constructed of wood or masonry at least six feet in height except fences on lakefront lots which are limited to four feet in height. No chain link fences or other wire material shall be permitted on any Lot. All fences shall be erected in a manner that the finished side faces out and the fence posts are located on the inside of the fence. Perimeter walls constructed by the Declarant along boulevards on double-fronting lots shall be maintained by the Association on the street side of the wall and maintained by the Owner on the lot side of the wall. No Owner shall maintain the portion of the outer wall of the Subdivision in a manner inconsistent with the present character of such outer wall. No permanent break in the outside perimeter wall will be permitted.

Section 12. Swimming Pools. Any swimming pool constructed on any Lot shall be subject to all applicable governmental or quasi-governmental codes, permits, or regulations, in addition to the following restrictions, reservations and conditions:

No above ground pools will be permitted. Pools will be located in rear yard only.

On interior Lots, the Outside edge of any pool may not be closer than three (3) feet to the side Lot Line nor closer than three (3) feet to the rear lot line. Corner Lots will be reviewed by the Committee on an individual basis.

No screening of pool area may be closer than three (3) feet to the side Lot line on interior Lots. Corner Lots will be reviewed by the Committee on an individual basis.

Pool screening may not be higher than twelve (12) feet or the height of the roof, whichever is lower.

No overhead electrical wires are permitted. All pool lights other than underwater lights must be ten (10) feet from the pool.

(f) The pool itself must be enclosed with a fence not less than five (5) feet in height (four (4) feet for lakefront lots) or enclosed with screening. Entrance gate to the back yard, or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty (40) inches above the ground. The fence of a neighbor, where sufficient to meet the above standards, may be utilized to secure a pool.

Section 13. Reflective Glass. No reflective glass windows shall be utilized in any Improvements constructed within the Subdivision.

Section 14. Roofs. Flat, built-up roofs shall be permitted only over lanais, porches or patios at the rear of the Unit. All other roofs shall be pitched and constructed with fiberglass shingle to conform to existing roofs or other roofing, if approved by the Committee.

Section 15. Clothes Lines. No permanent outdoor clothes lines may be installed or maintained anywhere within the Subdivision except that portable rotary type or reel type clothes dryers will be permitted in the rear yard only and said clothes dryers must be stored when not in use. Clothes lines shall not be visible from the street. On corner lots, such clothes lines shall not be placed within 20 feet of a side street line.

Section 16. Signs. Except for signs owned by Declarant or by other builders advertising their model dwellings during the period of original construction and sales of dwellings, no sign, poster, advertisement, billboard, or advertising structure of any kind, other than a customary "For Sale" sign not exceeding six (6) square feet, may be erected or maintained on any Lot. All permitted signs within the Subdivision must conform to any local ordinance in effect at that time. Each Lot Owner hereby grants the Association a license to remove any sign, poster, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willful misconduct in connection therewith.

Section 17. Antenna. No television antenna, other antenna, radio masts, aerials, wires, power poles, electro-magnetic devices or appurtenances thereto, satellite or microwave dish, or similar device of any type shall be erected, installed or maintained on the exterior of any Lot or upon any Improvement within the Property.

Section 18. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. Trash garbage, rubbish or other waste materials shall be kept only in closed sanitary containers constructed of metal, plastic or masonry material with sanitary covers tightly attached, and shall not be visible from the street except within twelve hours of pickup when required to be placed at the curb. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no burning of trash at any time.

Section 19. Water and Sewage Service. No individual water supply system shall be permitted. Sewage service to the Property will be supplied by Hillsborough County Utilities Department or assigns in accordance with its rules and regulations. The use of individual septic tanks or any another individual sewage disposal facilities is specifically prohibited.

Section 20. Landscape Buffer. A buffer for planting is reserved along certain Lots as shown in the Plat. The Homeowner's Association will own and maintain this buffer.

Section 21. Landscaping and Lot Maintenance. All portions of any Lot not used for Improvements shall be landscaped after issuance of membership, utilizing "long lived" ground cover, sod, shrubs, trees and other materials. Every Lot improved with a Unit shall be landscaped as approved by the Committee. The landscaping of each Lot having once been installed shall be maintained in a neat, sanitary, healthful, attractive, sightly and well-kept condition, which shall include mowed lawns, hedges trimmed, edging of curbs on and adjacent to Lots, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and appropriate pruning of plant materials. In no event shall any Lot be used for the storage of materials or equipment except for normal residential purposes or incident to construction of Improvements thereon as permitted herein. All fences and walls which have been erected on any Lot shall be maintained in good repair by the Owner and the occupants of the Lot who shall promptly repair or replace the same in the event of partial or total destruction; The Owner or occupants of any Lot shall construct and maintain an enclosure, which has been approved by the Architectural Control Committee, to screen any of the following from being noticeable from any street, any other Lot or portion of the Common Areas: storage piles which are incident to the normal residential requirements of a typical family, the storage of yard equipment, and the drying of clothes.

Building materials used in the construction of improvements erected on any Lot may be placed on such Lot at the time construction is commenced and may be maintained thereon, for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which the remaining materials shall either be removed from the Lot or stored in an enclosure on the Lot which has been approved by the Architectural Control Committee.

Section 22. Garage Doors AU garage doors shall be kept closed except when vehicles are entering or exiting.

Section 23. Violation of Restrictions. In the event of violation by the Owner or occupants of any Lot of any covenant, condition, or restriction set forth in this Declaration and the continuation of such violation for ten (10) days or longer after written notice thereof has been sent to such Owner or occupants, or in the event the Owner or occupants have not proceeded with due diligence to completely correct the violation after such notice, the Association shall have the right, but not the obligation, to correct the violation. To the extent necessary to prevent rat or other infestation, diminish fire hazards, or correct a violation of any covenant, condition, or restriction in this Declaration, the Association, through its agents or employees, shall have the right to enter onto such Lot and any dwelling or improvements located upon such Lot. In connection therewith, the Association shall have the right to cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash, and rubbish, perform maintenance or repairs, or do any other thing necessary to correct such violation. Each Lot owner hereby grants a license to the Association for such purpose. The Association may render a statement of charges to the Owner or occupants of such Lot for the cost of correcting or attempting to correct the violation. The Owners are liable, jointly and severally, to pay such statement immediately upon receipt thereof. The cost of such work, plus interest thereon at the maximum contract rate permitted under the laws of the State of Florida and the Associations' legal fees and costs, including their legal fees and costs on any appeals, in connection therewith, shall be a lien on the Lot and on the improvements thereon. Neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willful misconduct,

in connection with entering onto such Lot and any improvements thereon or in connection with the correction or attempted correction of any such violation.

Section 24. Right of Entry. Following thirty (30) days written notice to the Owner, at his last known address on the Association's records, that the Association or the Committee has determined that any Lot, or the exterior of any Unit is in need of repair or maintenance and is detracting from the overall appearance of the Property, or that the Owner or any of his guests or tenants have violated any provision of this Declaration, then the Association, its agents and employees, shall have the right, after complying with the notice provisions of Article III, Section 23, to enter onto the Owners Lot in a peaceful manner in order to maintain, repair, or remove any Improvements or any other condition existing on any Lot or the exterior of any Unit in violation of this Declaration. The cost of such action may be levied as a fine and assessed against that Owner and his Lot as provided more particularly in Article V, Section 3. Actions permitted hereunder include, without limitation, painting, repair replacement and maintenance of roofs, gutters, landscaping, sod, downspouts, exterior building surfaces, trees, shrubs, fences, walks, driveways, and other exterior improvements.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No dwellings, roofs, fence, wall, solar panel, or other improvements or structures shall be commenced, erected, placed, or altered on any Lot, and no exterior addition to or change or alteration therein shall be made, until the plans and specifications, and a site plan describing the nature, kind, shape, height, and materials thereof, and showing the locations of the same, have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with existing structures, as to location and with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Architectural Control Committee. A copy of the plans and specifications and the site plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its Designated Representative prior to commencement of any work thereon. The Architectural Control Committee may require the submission of such plans and specifications, and a site plan together with such other documents as it deems appropriate, in such form and detail as it may determine in its sole discretion. The Architectural Control Committee shall have full and complete authority to approve or disapprove such plans and specifications and site plans and its decision shall be final and binding on all parties. However, the Architectural Control Committee shall not disapprove such plans without finding that the plan will adversely affect the public view from either the common open space or perimeter Street network or other Lots in the Subdivision.

Section 2. Committee Membership. The Architectural Control Committee membership shall be initially composed of Jack Suarez, Timothy H. Powell, and Robert Antis, all of Suarez Rousing Corporation, who by majority vote may designate a representative (herein called "Designated Representative") to act for and on behalf of the Architectural Control Committee and to exercise all powers and perform all duties of the Architectural Control Committee. The address of the Architectural Control committee is 15438 N. Florida Avenue, Suite 205, Tampa, Florida 33613.

Section 3. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Control Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the power and perform the duties of the Architectural Control Committee. For purposes of this Section, any member of the Architectural Control Committee, who is an employee of Suarez Rousing Corporation, shall be deemed to resign as a member of the Architectural Control Committee when his or her employment by Suarez Rousing Corporation, terminates for any reason.

Section 4. Action by Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder, provided, however, that in Its discretion, the Committee may, from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and/or on behalf of the Committee. In the absence of such designation, the vote of a majority of all members of the Committee, or the written consent of the majority of all members of the Committee taken with or without a meeting, shall constitute the act of the Committee.

Section 5. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate minimum acceptable construction standards; provided, however, that the

Architectural Control Committee shall not be bound by such standards and may alter, amend or revoke them at any time.

Section 6. Assumption of Duties and Powers by Architectural Control Committee of the Master Association. The duties and powers of the Architectural Control Committee, whether or not such duties and powers have been previously assumed by the Architectural Control Committee of the Association under the terms of the Master Declaration, shall be deemed to have been assumed or retained by the Architectural Control Committee of the Association at the time Declarant has sold all Lots of which it is Owner or at such time as Declarant so chooses to transfer said power to the Master ACC.

Section 7. Requests for Approval. Whenever under this Article IV, the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposals in question and all other facts which, in its sole discretion, it deems to be relevant. Prior to commencement of any construction of any Improvements, the Owner shall submit two sets of the Plans and Specifications to the Committee, one set thereof shall be returned to the party submitting them, and one set shall be retained by the Committee. Construction of Improvements may not be commenced unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval-pursuant to this Declaration within 45 days following its receipt thereof, provided, however, that failure to so act within said period shall not be deemed to be the committee's approval of the request submitted. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby will not be detrimental to the Property as a whole, and that the appearance of any Improvements affected thereby will be in harmony with the surrounding Improvements. The Committee may also promulgate rules and regulations regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including, without limitation, environmental impact statements. Until receipt by the Committee of all, required Plans and Specifications and other information, the Committee may postpone review of any request for approval.

Section 8. Variances. The Architectural Control Committee may approve variances from covenants of this Declaration. If any Owner makes a request to the Architectural Control Committee for a variance from any covenant of this Declaration, the Architectural Control Committee may require such Owner to submit to it such documents and items (including, as examples but without limitation, a written description of the variance requested, plans and specifications, site plans, and samples of materials) as it shall deem appropriate in connection with its consideration of the request for a variance. Approval by the Architectural Control Committee for a variance shall be by written instrument addressed to the Owner of the Lot with respect to which such variance has been requested. Such written instrument shall set forth the applicable covenant, the variance requested, and the decision of the Architectural Control Committee and the conditions on which the variance has been approved. Such written instrument shall be signed by a majority of the members of the Architectural Control Committee (or by the Committee's Designated Representative). Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice to the Owner of disapproval by the Architectural Control Committee, or (b) failure by the Architectural Control Committee to respond to the request for variance within sixty (60) days after it has received the request. In the event the Architectural Control Committee or any successor to the powers and duties thereof shall not be then functioning or the Architectural Control Committee of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the terms of this Declaration shall be permitted. -

Section 9. No Waiver. The approval or consent of the Committee to any Plans and Specifications for any work completed or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not automatically be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matters subsequently or additionally submitted for approval or consent by a different Owner for the same or similar work.

Section 10. Interim Inspection. The Committee may inspect all work in progress and give notice of noncompliance as provided in subsection 11(b) below. In such event, no further work shall be done, pending resolution of such non-compliance.

Section 11. Final Inspection. Inspection of completed Improvements and correction of defects therein shall proceed as follows;

(a) Upon the completion of any Improvements for which approved Plans and Specifications are required under this Declaration, the Owner of the Lot shall give written notice of completion to the Committee. Written notice of completion of improvements shall not apply to Class B Owners, as such term is defined in the Master Declaration, where plans and specifications for improvements were approved by the Committee before completion.

(b) Within such reasonable time as the Committee may set, but not to exceed 5 days thereafter, the Committee or its duly authorized representatives may inspect such Improvements. If the Committee finds that such work was not done in compliance with all approved plans and specifications submitted, it shall notify the Owner as provided herein in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance requiring the Owner to remedy the same.

(c) Upon the expiration of 45 days from the date of such noncompliance, the Committee may commence an action at law or in equity to remove or reconstruct the noncomplying Improvements.

Section 12. No Liability. Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members, as the case may be. The Committee shall consider the aesthetic aspects of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for, nor shall its approval of any plans and specifications be deemed approval of the structural safety or engineering soundness of the Improvements, or conformity thereof with any building, zoning, or other codes.

Section 13. Powers Vested in Board. The powers and duties of the Committee shall be deemed vested in the Board if no Committee has been established.

ARTICLE V GENERAL PROVISIONS

Section 1. Terms. These covenants shall run with the land and shall be binding upon all parties and all persons having or acquiring any right, title, or interest therein, or thereof, for a period of forty (40) years from the date that this Declaration is recorded. After such period of forty (40) years, these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument consented to in writing by Owners owning not less than two-thirds (2/3) of the Lots has been recorded agreeing to terminate this Declaration.

Section 2. Amendment of Declaration. This Declaration may be amended at any time when an instrument setting forth the amendment or amendments has been consented to in writing by Owners owning not less than two-thirds (2/3) of the Lots and has been recorded in the Public Records of Hillsborough County, Florida. So long as any amendment to the Master Declaration required the prior approval of the Federal Housing Administration or the Veteran's Administration, any amendment to this Declaration shall also require such approval. No amendments to this Declaration shall contravene or be inconsistent with the terms of the Master Declaration.

Section 3. Proceeding Against Persons Violating Covenants. Upon any violation of any of the covenants in this Declaration, the Association, the Architectural Control Committee or any Owner may bring proceedings at law or in equity against the person or persons violating any such covenant to correct or cease such violation or, where applicable, to recover damages for such violation except the right set forth in Article III, Section 24. The Association, the Architectural Control Committee or any Owner successfully prosecuting an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorneys' fees incurred by the Association, the Architectural Control Committee, or the Owner in such proceedings, including any appeals. Failure by the Association, the Architectural Control Committee, or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. If any provision or provisions of this Declaration are determined by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Declaration.

EXECUTED this 12th day of April, 1988.

WITNESSES:

Robert J. Arnes
Kenneth A. Ows

SUAREZ HOUSING CORPORATION
Robert J. Suarez
its CHAIRMAN
Attest: Robert J. Arnes ^{ASST.} Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CORPORATE SEAL

Before me, the undersigned authority, this day personally appeared Robert J. Arnes and Robert J. Suarez to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Chairman and ASST. Secretary, respectively, of the Corporation names in the foregoing instrument, and they severally acknowledged to an before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my any and affixed my official seal this 14th day of April, 1988.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 7, 1992
Bonded by Western Surety Company

Robert J. Arnes
Notary Public, State of
Florida at Large

