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PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
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OR BK **9596** PG **3579**

**CERTIFICATE OF AMENDMENT AFFIRMING THE APPROVAL  
OF THE CONSOLIDATED MASTER DECLARATION FOR  
TAMPA BAY COMMUNITY ASSOCIATION, INC.**

WHEREAS, Article 10 of the Master Declaration for Tampa Bay, as recorded in Official Records Book 4431, Page 734 in the Public Records of Pasco County, Florida, and as amended thereafter, provides that the Master Declaration for Tampa Bay may be amended by the affirmative vote of the BOARD of the COMMUNITY ASSOCIATION and 2/3 of the OWNERS who are present and voting at a duly noticed meeting; and

WHEREAS, on July 20, 2017, the Board of Directors unanimously voted to approve the attached Consolidated Master Declaration for Tampa Bay Community Association, Inc.; and

WHEREAS, on August 14, 2017, in excess of 2/3 of the OWNERS who were present and voting at a duly noticed special meeting of the membership voted to approve the attached Consolidated Master Declaration for Tampa Bay Community Association, Inc.;

NOW, THEREFORE, Gary Farley, as President, and William Plank, as Secretary, of Tampa Bay Community Association, Inc., do hereby certify that the attached Consolidated Master Declaration for Tampa Bay Community Association, Inc. has been duly approved by the BOARD and OWNERS of the COMMUNITY ASSOCIATION.

Signed, sealed and delivered in  
in the presence of:

Print name: STEPHEN H. COX  
  
Print name: TERRY KOCH

TAMPA BAY COMMUNITY  
ASSOCIATION, INC.

By:   
Gary Farley, President

Signed, sealed and delivered in  
the presence of:

Print name: STEPHEN H. COX  
  
Print name: TERRY KOCH

ATTEST:  
By:   
William Plank, Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2017, by Gary Farley, as President, and William Plank, as Secretary, of Tampa Bay Community Association, Inc., who

are personally known to me or have produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment Affirming the Approval of the Consolidated Master Declaration for Tampa Bay Community Association, Inc., and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 21 day of August, 2017.

Debra Ramos  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 11/22/19



**CONSOLIDATED MASTER DECLARATION FOR  
TAMPA BAY COMMUNITY ASSOCIATION, INC.**

THIS CONSOLIDATED MASTER DECLARATION FOR TAMPA BAY is made this 21<sup>st</sup> day of August, 2017, by TAMPA BAY COMMUNITY ASSOCIATION, INC., ("COMMUNITY ASSOCIATION").

This CONSOLIDATED MASTER DECLARATION FOR TAMPA BAY is meant to consolidate the MASTER DECLARATION FOR TAMPA BAY, as recorded in Official Records Book 4431, Page 734; as well as all amendments thereto, including the First Amendment to Master Declaration for Tampa Bay, as recorded in Official Records Book 5183, Page 1791; Certificate of Amendment to the Master Declaration for Tampa Bay, as recorded in Official Records Book 5363, Page 149; First Supplement to the Master Declaration for Tampa Bay (Deer Hollow Lots), as recorded in Official Records Book 5308, Page 402; Amendment to Master Declaration for Tampa Bay, as recorded in Official Records Book 5361, Page 1817; Second Supplement to the Master Declaration for Tampa Bay (Deer Hollow Lots), as recorded in Official Records Book 5650, Page 662; Amendment to Master Declaration for Tampa Bay, as recorded in Official Records Book 5711, Page 1695; Certificate of Second Amendment to the Master Declaration for Tampa Bay by Tampa Bay Landco II, Assignee of Bayswater Tampa Bay, LLC, as recorded in Official Records Book 6338, Page 270; Certificate of Third Amendment to the Master Declaration for Tampa Bay by Tampa Bay Landco II, Assignee of Bayswater Tampa Bay, LLC, as recorded in Official Records Book 6625, Page 114; Certificate of Fourth Amendment to the Master Declaration for Tampa Bay by Tampa Bay Landco II, Assignee of Bayswater Tampa Bay, LLC, as recorded in Official Records Book 6671, Page 719; Amendment to the Master Declaration for Tampa Bay, as recorded in Official Records Book 7319, Page 1878; Officer's Certificate (Amendment to Master Declaration for Tampa Bay), as recorded in Official Records Book 7689, Page 193; Certificate of Amendment to the Master Declaration for Tampa Bay, as recorded in Official Records Book 19472, Page 1389; Corrected Certificate of Amendment to the Master Declaration for Tampa Bay, as recorded in Official Records Book 8184, Page 212; Certificate of Amendment to the Master Declaration for Tampa Bay, as recorded in Official Records Book 8269, Page 441; Third Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8356, Page 642; Fourth Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8373, Page 146; Fifth Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8376, Page 125; Amendment to Master Declaration for Tampa Bay, as recorded in Official Records Book 8458, Page 1878; Sixth Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8501, Page 1905; Seventh Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8550, Page 842; Eighth Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8676, Page 2203; Ninth Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8688, Page 550; Amendment to Master Declaration for Tampa Bay, as recorded in Official Records Book 8714, Page 165; Tenth Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8759, Page 800; Amendment to Master Declaration for Tampa Bay, as recorded in Official Records Book 8759, Page 814; Eleventh Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 8799, Page 1948; and Twelfth Supplement to Master Declaration for Tampa Bay, as recorded in Official Records Book 9006, Page 3464, all in the Public Records of Pasco County.

This CONSOLIDATED MASTER DECLARATION FOR TAMPA BAY is intended to consolidate such MASTER DECLARATION FOR TAMPA BAY and all amendments thereto, as recorded in the Public Records of Pasco County, Florida, and as listed above, for ease of reference. This CONSOLIDATED MASTER DECLARATION FOR TAMPA BAY contains changes to the original language or new language deemed necessary to ensure compliance with existing law and to clarify the rights, obligations and responsibilities of each owner and the COMMUNITY ASSOCIATION.



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This CONSOLIDATED MASTER DECLARATION includes the following exhibits:

Exhibit "A"	-	Legal Description of the SUBJECT PROPERTY
Exhibit "B"	-	Legal Description of Property that may be added to the SUBJECT PROPERTY
Exhibit "C"	-	Articles of Incorporation of COMMUNITY ASSOCIATION
Exhibit "D"	-	Bylaws of COMMUNITY ASSOCIATION

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**PREAMBLE:**

The property subject to this DECLARATION is intended to be developed as a deed restricted residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interests of the current and future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION also provides for certain rights and obligations of the COMMUNITY ASSOCIATION, which will own, operate and/or maintain various portions of the property and improvements constructed within the property, and will have the right to enforce the provisions of this DECLARATION.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as hereinafter defined, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The words and phrases listed below, as used in this declaration, shall have the following meanings, unless the context otherwise requires:

1.1 APPROVING PARTY means COMMUNITY ASSOCIATION as long as it owns or administers any portion of (i) the SUBJECT PROPERTY or (ii) any property that may be added to the SUBJECT PROPERTY. The COMMUNITY ASSOCIATION reserves the right to assign its rights as the APPROVING PARTY with respect to any PARCEL, in whole or in part. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION, so long as it owns any portion of (i) the SUBJECT PROPERTY or (ii) any property that may be added to the SUBJECT PROPERTY, shall be the APPROVING PARTY with respect to the initial construction of any improvements on a PARCEL. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY may assign any right to exercise architectural control, enforce covenants, restrictions, rules or regulations, or approve any other matter which may be approved by the APPROVING PARTY to a committee, committees or a PARCEL ASSOCIATION. Any such assignment to a PARCEL ASSOCIATION shall be reduced to writing and recorded in public records. Separate committees may be established for each PARCEL.

1.2. ARTICLES mean the Articles of Incorporation of the COMMUNITY ASSOCIATION, as amended from time to time.

1.3. ASSESSMENT means the amount of money which may be assessed against an OWNER and their Parcel(s) for the payment of the OWNER's share of COMMON EXPENSES, and/or any other



funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.4. BOARD means the Board of Directors of the COMMUNITY ASSOCIATION.

1.5. BYLAWS mean the Bylaws of the COMMUNITY ASSOCIATION, as amended from time to time.

1.6. CLUB means the CLUB FACILITIES and the CLUB PROPERTY.

1.7. CLUB FACILITIES means the 18 hole golf course, the 9 hole executive golf course, golf practice facilities, clubhouses, tennis facilities, swimming pools, and other recreational and social facilities, maintenance facilities, parking lots and any other facilities ancillary thereto, owned by the COMMUNITY ASSOCIATION and located within the CLUB PROPERTY.

1.8. CLUB PROPERTY means the real property described in Exhibit A, attached hereto and incorporated herein by this reference, which real property shall hereafter be part of the SUBJECT PROPERTY as COMMON AREA of the COMMUNITY ASSOCIATION.

1.9. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, which is now or hereafter (i) owned by the COMMUNITY ASSOCIATION, (ii) dedicated to the COMMUNITY ASSOCIATION on any recorded plat, (iii) required by any recorded plat or other recorded document to be maintained by the COMMUNITY ASSOCIATION, (iv) declared to be a COMMON AREA by this DECLARATION, (v) intended to be COMMON AREA by the DECLARANT, and (vi) the CLUB. COMMON AREAS may include but are not limited to parks, open areas, lakes and other waterways, recreational facilities, roads, entranceways, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be available.

1.10. COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the COMMUNITY ASSOCIATION, including, but not limited to, the following:

1.10.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the COMMUNITY ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations and security.

1.10.2. Expenses of obtaining, repairing or replacing personal property owned by the COMMUNITY ASSOCIATION.

1.10.3. Expenses incurred in connection with the administration and management of the COMMUNITY ASSOCIATION.

1.10.4. Expenses incurred in complying with any governmental approval, permit, or requirement relating to the SUBJECT PROPERTY, excepting therefrom the LOTS and the UNITS.

1.10.5. Expenses related to operating and maintaining any gatehouses or electronic gates or entry devices within the SUBJECT PROPERTY.

1.10.6. The expense of providing cable television, other communication services, and/or security service for the SUBJECT PROPERTY and/or the UNITS, if the BOARD elects to provide same as a COMMON EXPENSE. The COMMUNITY ASSOCIATION shall have no obligation to provide such services.

1.10.7. The expense of maintaining and replacing the entrance features to the SUBJECT PROPERTY and to all of the PARCELS.

1.10.8. Expenses of operating, maintaining, repairing and replacing the CLUB.

1.10.9. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.10.10. Such other reasonable expenses that the BOARD may deem necessary to operate the COMMUNITY ASSOCIATION.

1.11. COMMON SURPLUS means the excess of all receipts of the COMMUNITY ASSOCIATION over the amount of the COMMON EXPENSES in a given fiscal year.

1.12. COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit and known as Tampa Bay Community Association, Inc.

1.13. DECLARANT means the entity executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located.

1.14. DECLARATION means this declaration, as it may be amended from time to time.

1.15. IMPROVEMENT means (i) any building, fence, wall, patio area, road, driveway, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, recreational facility, berm, lake, pond, canal, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any PROPERTY, (ii) any change in, alteration of, addition to, or removal of all or any portion of any such structure or improvement which affects the exterior appearance thereof, other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same, and (iii) any change in the ground elevation of any PROPERTY.

1.16. INSTITUTIONAL LENDER means the holder of a mortgage encumbering any PROPERTY, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of the COMMUNITY ASSOCIATION.

1.17. LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY which has been or is intended to be conveyed to an OWNER

and which contains or is intended to contain one UNIT, and shall include any UNIT constructed upon the LOT.

1.18. OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER. The term OWNER shall not include the COMMUNITY ASSOCIATION, except when context so requires.

1.19. PARCEL means any group of LOTS or other portion of the SUBJECT PROPERTY which is designated as a PARCEL pursuant to this DECLARATION or any amendment or supplement to this DECLARATION, or which share one or more common roads and/or is developed as a separate residential community in which the OWNERS of the LOTS or property comprising the PARCEL have a common interest separate and distinct from the interest of all of the other OWNERS. Each PARCEL may be subject to a separate PARCEL DECLARATION, and may, but is not required to, be operated by or subject to the jurisdiction of a PARCEL ASSOCIATION.

1.20. PARCEL AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the COMMUNITY ASSOCIATION, other than the COMMON AREAS, which are owned and/or maintained by the COMMUNITY ASSOCIATION, and which (i) are located within a PARCEL and primarily benefit the OWNERS of the LOTS and/or UNITS within the PARCEL, or (ii) are restricted for the use and benefit of the OWNERS of only one or more, but less than all, of the PARCELS, in any PARCEL DECLARATION, or in any deed or easement for the PARCEL AREA to the COMMUNITY ASSOCIATION, or (iii) which are otherwise declared to be PARCEL AREAS pursuant to this DECLARATION or in any amendment or supplement, or in any deed or easement of the property comprising the PARCEL AREA to the COMMUNITY ASSOCIATION.

1.21. PARCEL ASSESSMENT means an ASSESSMENT which is assessed against the OWNERS within one or more, but less than all of the PARCELS.

1.22. PARCEL ASSOCIATION means a non-profit corporation, other than the COMMUNITY ASSOCIATION, which is formed to administer a PARCEL DECLARATION, and whose members consist of the OWNERS within the PARCEL affected by the PARCEL DECLARATION.

1.23. PARCEL DECLARATION means a separate and distinct declaration of covenants and restrictions that affects one or more PARCELS and which contains provisions relating to such PARCELS, which may include provisions regarding PARCEL AREAS, PARCEL ASSESSMENTS and use and maintenance covenants and restrictions applicable to such PARCELS. A PARCEL DECLARATION may, but is not required to, establish a separate and distinct PARCEL ASSOCIATION to administer the PARCEL DECLARATION, or in the alternative a PARCEL DECLARATION may assign various duties and obligations to the COMMUNITY ASSOCIATION.

1.24. PARCEL EXPENSE means a COMMON EXPENSE which is incurred in connection with the ownership, maintenance, repair, improvement, or operation of any PARCEL AREA or which is incurred exclusively for the benefit of one or more PARCELS pursuant to a PARCEL DECLARATION, the cost of which is to be assessed solely against the OWNERS within the PARCEL(S) benefited by the expense.

1.25. PERSON means an individual, corporation, partnership, trust or any other legal entity, except when the context requires otherwise.



1.26. PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNITS within any PROPERTY is equal to the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a site plan approved by any controlling governmental authority or a recorded plat which subdivides the PROPERTY into LOTS less the number of UNITS actually existing within the PROPERTY.

1.27. PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS, PLANNED UNITS and improvements located upon or within the PROPERTY.

1.28. RULES AND REGULATIONS means those policies, restrictions, rules and regulations adopted by the BOARD from time to time.

1.29. SUBJECT PROPERTY means all of the property which is subject to this DECLARATION from time to time, which as of the execution and recording of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.30. UNIT means a Lot, including a residential dwelling located thereon, contained within the SUBJECT PROPERTY, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, villa, or residential unit. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.31. UNIT OWNER means the record holder(s) of the fee title to a UNIT.

## 2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION.

### 2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION.

Any PERSON may convey title to any property owned by such PERSON, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, but the COMMUNITY ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the COMMUNITY ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.2. Easements. The following perpetual, non-exclusive easements, which are hereby created:

2.2.1. Easements for Pedestrian and Vehicular Traffic. Easements in favor of the COMMUNITY ASSOCIATION, OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes.

2.2.2. Use and Benefit. An easement in favor of the COMMUNITY ASSOCIATION, OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees, and any other persons authorized to use the COMMON AREAS or any portion thereof by the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (i) the terms of this DECLARATION, (ii) the terms of any other easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, (iii) the BYLAWS, and (iv) any rules and regulations adopted by the COMMUNITY ASSOCIATION, and further provided that no such OWNERS, other than the COMMUNITY ASSOCIATION, may make or construct improvements in or upon the COMMON AREAS. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their PROPERTY.

2.2.3. Service and Utility Easements. Easements in favor of the COMMUNITY ASSOCIATION, governmental and quasi- governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier and delivery service companies, and all other PERSONS providing services to or for the benefit of the SUBJECT PROPERTY and the residents thereof, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required (i) to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY, and (ii) for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, and television antenna and cable television facilities and internet access, subject to the conditions and restrictions contained in Section 2.2.2 above.

2.2.4. Additional Easements and Modifications to Easements. The COMMUNITY ASSOCIATION, on its behalf and on behalf of all OWNERS, shall have the right (i) to grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements concerning, related to or affecting the COMMON AREAS.

### 2.3. Additions, Alterations or Improvements to COMMON AREAS.

2.3.1. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property as it deems necessary or desirable from time to time, provided however, that the approval of a 2/3 of the votes of the OWNERS who are present and voting, either in person or by proxy, at a duly noticed meeting where a quorum is established shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to one month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to 2 months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE.

2.3.2. Memorials consisting of plants, trees, shrubs or plaques dedicated to current or past residents shall not be placed in any COMMON AREAS within the PROPERTY.

2.4. Utilities. The COMMUNITY ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the COMMUNITY ASSOCIATION, as a COMMON EXPENSE.

2.5. Taxes. The COMMUNITY ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the COMMUNITY ASSOCIATION as a COMMON EXPENSE.

2.6. Insurance. Provided that such coverage is readily available in the commercial marketplace, the COMMUNITY ASSOCIATION shall purchase and maintain insurance as a COMMON EXPENSE, as follows:

2.6.1. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, excluding land foundations, excavations and other items normally excluded from insurance coverage, or such reduced coverage as is approved by the BOARD. The COMMUNITY ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property, until such repair, replacement or reconstruction is completed, without the approval of a 2/3 vote of the OWNERS who are present and voting, either in person or by proxy, at a duly noticed meeting where a quorum is established.

2.6.2. Comprehensive General Liability Insurance protecting the COMMUNITY ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence. Notwithstanding the foregoing, if the BOARD determines that it is impossible or unduly expensive to obtain \$1,000,000 of general liability insurance, then the BOARD may upon a unanimous vote of the directors obtain a lower amount of general liability insurance.

2.6.3. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the COMMUNITY ASSOCIATION, covering the maximum funds that will be in the custody or control of the COMMUNITY ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all UNITS, plus reserve funds.

2.6.4. Such other insurance as may be desired by the COMMUNITY ASSOCIATION, such as flood insurance, directors and officers insurance, errors and omissions insurance, worker's compensation insurance, or any other insurance.

2.6.5. All insurance purchased by the COMMUNITY ASSOCIATION must include a provision requiring at least ten (10) days written notice to the COMMUNITY ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

2.7. Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to a hurricane, fire, flood, wind, or other casualty or reason, the COMMUNITY ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by 2/3 of the OWNERS who are present and voting, either in person or by proxy, at a duly noticed meeting where a quorum is established. If any landscaping within any COMMON AREA or any other property maintained by the COMMUNITY ASSOCIATION is damaged or destroyed, the COMMUNITY ASSOCIATION shall only be obligated to make such repairs to the landscaping as is determined by the BOARD in its discretion.



Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE and the COMMUNITY ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense. Irrespective of the foregoing, the repair and/or replacement of any damage or destruction of the COMMON AREAS caused by the willful or intentional acts, or gross negligence of any PERSON shall be the sole and exclusive obligations of such PERSON and, if applicable, the OWNERS and/or residents who invited the PERSON into the COMMUNITY. Regardless of whether the COMMUNITY ASSOCIATION's insurance company pays insurance proceeds for such repairs and/or replacements, such PERSONS and OWNERS and/or residents together with their insurance carriers shall waive subrogation against the COMMUNITY ASSOCIATION and its insurance carriers.

2.8 This section is available for future use.

2.9. Maintenance of COMMON AREAS and other Property. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, and all improvements thereon, in good conditions at all times. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any improvement within any property, then the COMMUNITY ASSOCIATION shall maintain such improvement in reasonably good condition at all times, as determined by the BOARD in its business judgement. In addition, the COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the COMMUNITY ASSOCIATION would be in the best interests of all the residents of the SUBJECT PROPERTY. In such event, where applicable the COMMUNITY ASSOCIATION shall so notify any OWNER or PARCEL ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the COMMUNITY ASSOCIATION and not by the OWNER or PARCEL ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or PARCEL ASSOCIATION in writing. Without limitation, the COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass or violation of any other law. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, PARCEL ASSOCIATION, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER.

2.10. Surface Water Management System. It is acknowledged the surface water management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY

for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the SUBJECT PROPERTY, provided however, that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by any controlling governmental authority. The COMMUNITY ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and drainage system for the SUBJECT PROPERTY, except for portions thereof which are in fact maintained by any governmental authority, including but not limited to all lakes, canals, swale areas, retention or detention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the SUBJECT PROPERTY or are owned by the COMMUNITY ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the COMMUNITY ASSOCIATION shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any PROPERTY which is not a COMMON AREA or contiguous to a COMMON AREA or which is not otherwise to be maintained by the COMMUNITY ASSOCIATION pursuant to this DECLARATION. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management and drainage system for the SUBJECT PROPERTY which is owned and/or maintained by any controlling governmental authority, or which is outside of the SUBJECT PROPERTY. The SUBJECT PROPERTY shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority, and in connection therewith will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the SUBJECT PROPERTY.

2.11. Compliance with Permits and Approvals. It is acknowledged that in connection with the development of the SUBJECT PROPERTY various permits and approvals will be issued by various governmental and quasi-governmental authorities. If any permit or approval provides for continuing maintenance, monitoring, or other obligations, relating to the COMMON AREAS or any other portions of the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION shall be responsible for same, and shall also be required to comply with any other governmental requirements relating to the COMMON AREAS.

2.12. Mortgage and Sale of COMMON AREAS. The COMMUNITY ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the COMMUNITY ASSOCIATION without the approval of a 2/3 vote of the OWNERS, unless the BOARD unanimously determines that the mortgage, sale or transfer is in the best interests of the COMMUNITY ASSOCIATION or will not materially and adversely affect the OWNERS. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

2.13. Streets, Roads, and Sidewalks. The COMMUNITY ASSOCIATION shall be responsible for maintaining, repairing and replacing all streets, roads and common sidewalks, including all curbs and drainage facilities located thereon or thereunder. The COMMUNITY ASSOCIATION shall not be responsible for maintaining, repairing or replacing any driveway, sidewalk or walkway exclusively serving only one LOT [the last portion of a common walkway that serves only one LOT within the common walkway shall be deemed a common walkway and not a walkway that exclusively serves only one LOT] within the SUBJECT PROPERTY. All costs of maintaining, repairing, replacing and operating any street lighting shall be a COMMON EXPENSE, except for roads which are public roads and which

are if fact maintained by any governmental authority. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not maintain, repair or replace any streets or roads, including but not limited to the pavement, curbs and drainage facilities located on or under them, where such improvements are deemed by an agreement, plat, deed, covenant, condition, restriction, easement, or the DECLARANT to be owned by a PARCEL ASSOCIATION or the responsibility of a PARCEL ASSOCIATION.

2.14. Perimeter Wall, Fence or Berm. The COMMUNITY ASSOCIATION shall have an easement around the entire outer boundary of the SUBJECT PROPERTY, and along any portion of the SUBJECT PROPERTY that is contiguous to a public or COMMON AREA road right-of way, which shall extend 20 feet into the SUBJECT PROPERTY from the boundary of any road right-of-way, for the installation and maintenance of a wall, fence or berm. If any wall, fence or berm is constructed within such easement, the COMMUNITY ASSOCIATION shall maintain the wall, fence, or berm, and the landscaping located between the wall, fence or berm and the perimeter of the SUBJECT PROPERTY, and an easement for such maintenance is hereby established. However, where any wall or fence is located upon a LOT, the OWNER shall maintain the side of the wall or fence facing the OWNER's LOT.

2.15. Gatehouses or Entry Gates. It is acknowledged that one or more gatehouses and/or entry gates may, but will not be required to be, constructed within the SUBJECT PROPERTY, which if provided may be staffed, or which may contain an unstaffed entry system. If a gate house or gate houses, or an entry gate or gates are provided, all costs associated therewith will be a COMMON EXPENSE, except that any costs associated with any entry gate serving only one PARCEL will be a PARCEL EXPENSE. The BOARD shall have the right to determine, in its sole discretion, whether, and during what hours the gatehouse will be staffed. Any builder constructing UNITS within the SUBJECT PROPERTY, their contractors and suppliers, and their respective agents and employees, and any prospective purchasers or tenants of new UNITS, shall be given access through any such gatehouse or entry gate, subject only to such controls and restrictions as are approved by the BOARD. In any event, the COMMUNITY ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any gatehouse is not staffed, or due to the failure of any person staffing the gatehouse or any mechanical or electrical entry system to prevent or detect a theft, burglary, or any unauthorized entry into the SUBJECT PROPERTY.

2.16. Cable Television Service and/or Home Security Monitoring Services. The COMMUNITY ASSOCIATION shall have the right, but not the obligation, to enter into an agreement pursuant to which all of the UNIT OWNERS will be provided cable television, communications, home security, and/or health monitoring services as a COMMON EXPENSE. All such agreements shall be subject to approval by a majority of OWNERS who are present and voting at a duly noticed meeting where a quorum of the OWNERS is present. If home security or health monitoring services are provided, the COMMUNITY ASSOCIATION will have no liability of any kind or nature due to the failure of any company providing such service to detect or react to fire, unauthorized entry, health problem, or other problem in any UNIT.

2.17. PARCEL AREAS. The following provisions shall apply with respect to any PARCEL AREA, notwithstanding other provisions in this DECLARATION to the contrary:

2.17.1. Use. Any PARCEL AREA shall be held by the COMMUNITY ASSOCIATION solely for the use and benefit of the owners and residents of the PARCELS who are intended to be benefited by the PARCEL AREAS, and the respective guests and invitees.

2.17.2. PARCEL EXPENSES. Any expenses associated with any PARCEL AREAS are PARCEL EXPENSES, and shall only be assessed to the OWNERS of the applicable PARCELS which are entitled to use or which are benefited by the PARCEL AREAS.



2.17.3. Approval of Action Concerning PARCEL AREAS. Where pursuant to this DECLARATION the OWNERS are given the right to approve any action concerning any COMMON AREAS, any such approval rights with respect to any PARCEL AREA shall only be approved by the required vote of the OWNERS of the applicable PARCELS served by the PARCEL AREA, and such action shall not be voted upon by any other OWNERS.

3. COMMUNITY ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the COMMUNITY ASSOCIATION has been organized under the Laws of the State of Florida.

3.1. Articles of Incorporation. A copy of the ARTICLES is attached hereto as Exhibit "C". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.2. BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "D". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.3. Powers of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the COMMUNITY ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the COMMUNITY ASSOCIATION.

3.4. Approval or Disapproval of Matters. Whenever the decision, consent or approval of the OWNERS is required upon any matter, whether or not the subject of a COMMUNITY ASSOCIATION meeting, such decision shall be made in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein. Where any matter requires a vote of a specified share of the OWNERS, but does not specifically refer to "all of" the OWNERS, the matter requires only the approval of the specified share of the OWNERS actually voting on the matter, regardless of how many votes are actually cast. Where any matter requires a vote of a specified share of "all the" OWNERS, the matter requires a number of votes equal to at least the specified share of the total number of votes of all the OWNERS.

3.5. Acts of the COMMUNITY ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the COMMUNITY ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the COMMUNITY ASSOCIATION without a specific resolution. When an approval or action of the COMMUNITY ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the COMMUNITY ASSOCIATION deems appropriate, or the COMMUNITY ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.6. Management and Service Contracts. The COMMUNITY ASSOCIATION shall have the right to contract for management or services on such terms and conditions as the BOARD deems desirable in its sole discretion. The COMMUNITY ASSOCIATION is expressly authorized to enter into a separate management contract for management of the CLUB, if such action is deemed appropriate or necessary by the BOARD.

3.7. Membership.

Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.8. Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.9. Current Lists of UNIT OWNERS. Upon request by the COMMUNITY ASSOCIATION, any PARCEL ASSOCIATION shall be required to provide the COMMUNITY ASSOCIATION with the names and addresses of all or any OWNERS which are members of the PARCEL ASSOCIATION.

4. ASSESSMENTS FOR COMMON EXPENSES.

4.1. Responsibility. Each OWNER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES, and where applicable for the payment of PARCEL ASSESSMENTS, to the COMMUNITY ASSOCIATION, except as hereinafter provided.

4.2. ASSESSMENT VALUE. For purposes of establishing ASSESSMENTS for COMMON EXPENSES, "ASSESSMENT VALUES" shall be established, as follows:

As to any PROPERTY designated or planned each newly constructed UNIT within such PROPERTY shall have an ASSESSMENT VALUE of 1.0. upon the issuance of a Certificate of Occupancy for the Unit.

4.3. Determination of ASSESSMENTS for COMMON EXPENSES and PARCEL ASSESSMENTS. Not less than 45 days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year, which shall estimate all of the COMMON EXPENSES to be incurred during the fiscal year. In determining the budget for any fiscal year, the BOARD may take into account COMMON AREAS and UNITS anticipated to be added during the fiscal year. The COMMUNITY ASSOCIATION shall then determine the per-VALUE ASSESSMENT for COMMON EXPENSES dividing the total amount to be assessed by the total ASSESSMENT VALUES assigned, as set forth above.

4.4. Notice and Amount of Assessments. The COMMUNITY ASSOCIATION shall then promptly notify all OWNERS, in writing, of the amount, frequency, and due dates of their ASSESSMENT for COMMON EXPENSES. Each OWNER's ASSESSMENT for COMMON EXPENSES will be equal to the per-VALUE ASSESSMENT for COMMON EXPENSES, multiplied by the total VALUES assigned to the OWNER'S PROPERTY as of the date each ASSESSMENT for COMMON EXPENSES is due. From time to time during the fiscal year, the BOARD may modify the COMMUNITY ASSOCIATION budget for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES.

4.5. Special ASSESSMENTS. If the expenditure of funds is required by the COMMUNITY ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the



COMMUNITY ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES.

4.6. Changes in ASSESSMENTS. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the COMMUNITY ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the COMMUNITY ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENT for COMMON EXPENSES payable by any OWNER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.7. Enforcement. If any OWNER fails to pay any ASSESSMENT for COMMON EXPENSES or any PARCEL ASSESSMENT when due, the COMMUNITY ASSOCIATION shall have the rights set forth in Paragraph 7.1.

4.8. Special Provisions for PARCEL ASSESSMENTS. If the COMMUNITY ASSOCIATION incurs any PARCEL EXPENSES for any PARCEL, the COMMUNITY ASSOCIATION shall adopt a budget for such PARCEL, shall establish a per-UNIT PARCEL ASSESSMENT pursuant to the budget, and shall collect PARCEL ASSESSMENTS from the OWNERS only within the PARCEL. All of the provisions of this DECLARATION relating to the establishment of the budget for COMMON EXPENSES and the establishment and collection of ASSESSMENTS for COMMON EXPENSES shall apply to the budget and PARCEL ASSESSMENTS for the PARCEL, except as follows or as otherwise provided in any amendment or supplement to this DECLARATION.

4.9. Parcel Association. If any PARCEL is subject to the jurisdiction of a separate PARCEL ASSOCIATION, at the request of the PARCEL ASSOCIATION the COMMUNITY ASSOCIATION may agree to include in the ASSESSMENTS against the OWNERS within the PARCEL any assessments that may be imposed by the PARCEL ASSOCIATION, and remit such funds to the PARCEL ASSOCIATION as same are collected. Furthermore, at the request of the COMMUNITY ASSOCIATION, the PARCEL ASSOCIATION shall collect all ASSESSMENTS assessed by the COMMUNITY ASSOCIATION against the OWNERS within the PARCEL and remit the ASSESSMENTS to the COMMUNITY ASSOCIATION on or before the date when same are due.

4.10 Initiation Fee. There shall be collected from each UNIT, other than the COMMUNITY ASSOCIATION or a PARCEL ASSOCIATION, acquiring title to a LOT or UNIT from any OWNER an initiation fee (the "**Initiation Fee**") in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). The Initiation Fee is a reoccurring Capital Assessment against a UNIT, which shall be due and delivered to the COMMUNITY ASSOCIATION at the time of each closing where a PERSON becomes a MEMBER. The Initiation Fee shall apply to all conveyances of UNITS, except as stated above and except (i) for conveyances completed for purposes of estate planning, including but not limited to, conveyance of title to a UNIT to a trustee or limited liability company; (ii) for conveyances completed as part of a dissolution of marriage; and (iii) such other circumstances or reasons that the BOARD deems appropriate to protect the interests of the COMMUNITY ASSOCIATION. The BOARD shall have the exclusive discretion and business judgment concerning the application of this Paragraph 4.10, including but not limited to, the applicability of an Initiation Fee to any particular closing or conveyance. The decision of the BOARD concerning or related to such matters shall be binding upon all OWNERS,



MEMBERS, UNITS, LOTS and other interested parties. In addition, if any PERSON(s) who owns a UNIT within the PROPERTY wishes to become a MEMBER of the COMMUNITY ASSOCIATION, such PERSON(s) shall pay the Initiation Fee to the COMMUNITY ASSOCIATION and the COMMUNITY ASSOCIATION shall amend this DECLARATION to add such PERSON(s)' LOT to the SUBJECT PROPERTY. Any such amendment adding such PERSON(s)' LOT to the SUBJECT PROPERTY shall be made by the BOARD without a vote of the OWNERS or any other PERSON. Initiation Fees are not to be considered as advance payment of ASSESSMENTS or a transfer fee. Initiation Fees may be used and applied by the COMMUNITY ASSOCIATION as it deems necessary in its sole and absolute discretion including, without limitation, to reduce CLUB expenses. Notwithstanding the foregoing, with respect to any PARCEL ASSOCIATION that obtains title to a LOT within the PROPERTY through foreclosure of its lien for unpaid assessments, such PARCEL ASSOCIATION shall not be obligated to pay the Initiation Fee when it agrees to submit the SUBJECT PROPERTY and UNIT thereon to this DECLARATION, as amended from time to time. In no event shall the COMMUNITY ASSOCIATION be liable, jointly or severally, for Initiation Fees.

5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS.

5.1. Purpose. The APPROVING PARTY shall have the right to exercise architectural control over all IMPROVEMENTS, in order to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria determined by the BOARD to be relevant.

5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval. No OWNER or PARCEL ASSOCIATION shall make or modify any IMPROVEMENT, and no OWNER or PARCEL ASSOCIATION shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER or PARCEL ASSOCIATION first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY. The foregoing shall not apply to interior modifications or interior improvements to a UNIT, provided that same cannot be viewed from outside of the UNIT.

5.3. Request for Approval. Any request for the APPROVING PARTY's approval of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee to any OWNER or PARCEL ASSOCIATION requesting architectural approval, including, without limitation, where applicable the fee of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications, provided that the APPROVING PARTY shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The APPROVING PARTY shall not be obligated to review or approve any plans and specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any PROPERTY, but may be withheld due to aesthetic considerations.

5.4. Approval. The APPROVING PARTY shall notify the OWNER or PARCEL ASSOCIATION of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications or other materials, by written notice within sixty (60) days after request for such approval is made in writing to the APPROVING PARTY, and all documents, plans and specifications, and other materials required by the APPROVING PARTY in connection with such approval have been submitted. In the event the APPROVING PARTY fails to disapprove any request within such sixty (60) day period, the request shall be deemed approved and upon request the APPROVING PARTY shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the APPROVING PARTY in connection with the approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made and any such approval shall be deemed disapproved unless and until the party requesting the approval agrees to and makes the changes. If the APPROVING PARTY approves, or is deemed to have approved, any IMPROVEMENT, the OWNER or PARCEL ASSOCIATION requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the APPROVING PARTY's approval, and shall not make any changes without the express prior written consent of the APPROVING PARTY. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY, or any subsequent APPROVING PARTY, to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER or PARCEL ASSOCIATION.

5.5. Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, minimum guidelines, criteria and/or standards which will be used by it in connection with its exercise of architectural control, provided however, that same shall not apply to any previously existing or specifically approved IMPROVEMENT which has not, at such time, been commenced and/or completed. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum set-back, and minimum landscaping requirements.

5.5.1 No residential structure is allowed to be constructed in excess of one (1) story.

5.6. Inspections. Upon the completion of any IMPROVEMENT, the applicable OWNER or PARCEL ASSOCIATION shall give written notice of the completion to the APPROVING PARTY. At any time during the construction of any IMPROVEMENT, and within 90 days after receipt of the notice of completion, the APPROVING PARTY shall have the right to inspect the IMPROVEMENT and notify the OWNER or PARCEL ASSOCIATION in writing that the IMPROVEMENT is accepted, or that the IMPROVEMENT is deficient because it is not being constructed or has not been completed in conformance with the approved plans and specifications, or in a manner otherwise acceptable to the APPROVING PARTY, specifying the particulars of such deficiencies. Within 30 days thereafter the OWNER or PARCEL ASSOCIATION shall correct the deficiencies set forth in the notice, and upon completion of the work the APPROVING PARTY shall again be given a notice of the completion, and the provisions of this Paragraph shall again become operative. If the APPROVING PARTY fails to notify the OWNER or PARCEL ASSOCIATION of any deficiencies within 90 days after receipt of a notice of completion, the IMPROVEMENT shall be deemed to have been accepted by the APPROVING PARTY.

5.7. Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval given or deemed given by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief, without the necessity of posting a bond or security therefor, to require the applicable OWNER or PARCEL ASSOCIATION to stop, remove and/or alter any IMPROVEMENT in a manner which complies with the requirements of the APPROVING

PARTY, or the APPROVING PARTY may pursue any other remedy available to it. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter onto any PROPERTY and make any inspection necessary to determine that the provisions of this Section have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this Section. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Moreover, any costs, fees and expenses incurred by the APPROVING PARTY to remedy any violation of this Section, or to enforce the application of this Section or any other provision in this DECLARATION, shall be the responsibility of the violating OWNER, and such costs, fees and expenses shall be a continuing lien against the Lot of such OWNER, which may be foreclosed in the same manner as the foreclosure of a lien for unpaid ASSESSMENTS. Notwithstanding anything contained within this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this Section.

5.8. No Liability. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER or PARCEL ASSOCIATION due to the exercise or non-exercise of such control, or the approval or disapproval of any IMPROVEMENT. Furthermore, the approval of any plans or specifications or any IMPROVEMENT shall not be deemed to be a determination or warranty that such plans or specifications or IMPROVEMENT are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any defect or deficiency in, or non-compliance of, such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

5.9. Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION must be in compliance with the requirements of all controlling governmental authorities, and the OWNER or PARCEL ASSOCIATION shall be required to obtain an appropriate building permit and all other necessary permits from the applicable governmental authority when required by controlling governmental requirements and to comply with all conditions imposed thereby. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER or PARCEL ASSOCIATION obtaining a building or other permit or permits for same, or providing the APPROVING PARTY written evidence from the controlling governmental authority that such permit(s) will not be required, and in that event the OWNER or PARCEL ASSOCIATION shall not proceed with any IMPROVEMENT until such permit(s) or evidence that such permit(s) are not required is obtained and submitted to the APPROVING PARTY.

5.10. Construction by Licensed Contractor. If a building permit is required for any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION, then the IMPROVEMENT must be installed or constructed by a licensed contractor unless otherwise approved by the APPROVING PARTY, and in any event must be constructed in a good and workmanlike manner.

5.11. Certificate. Within 10 days after the request of any OWNER or PARCEL ASSOCIATION, the APPROVING PARTY shall issue without charge a written certification in recordable form as to whether or not the COMMUNITY ASSOCIATION has accepted, or has no objection to, any IMPROVEMENTS located upon the OWNER's LOT or within the property operated by the PARCEL ASSOCIATION.

5.12. Effect of PARCEL ASSOCIATION. If a PARCEL ASSOCIATION is also granted the right to exercise architectural or similar control pursuant to a recorded declaration with respect to any



PROPERTY, then any OWNER seeking architectural approval from the APPROVING PARTY shall first be required to obtain such approval in writing from the PARCEL ASSOCIATION; however, no approval given by any PARCEL ASSOCIATION shall be binding upon the APPROVING PARTY.

5.13. COMMUNITY ASSOCIATION Exemption. The COMMUNITY ASSOCIATION is exempt from, and shall not be subject to any of the provisions of this Paragraph 5 or any of its sub-parts with respect to any IMPROVEMENTS that it makes or intends to make to the SUBJECT PROPERTY, or any property that may be added to the SUBJECT PROPERTY.

6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.

6.1. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted, without the prior written consent of the APPROVING PARTY.

6.2. Automobiles, Vehicles and Boats. Unless otherwise approved in writing by the APPROVING PARTY, OWNERS and occupants of any UNIT shall not keep more than two (2) vehicles within the SUBJECT PROPERTY on a permanent basis, unless the additional vehicles are housed in an enclosed garage. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, small pick-up trucks of a type customarily used as private passenger vehicles, and other vehicles manufactured and used as private passenger vehicles, including, without limitation, sport utility vehicles, may be parked on driveways within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION will allow recreational vehicles, campers and trailers to be parked on the street for 1 (one) overnight period each to load and unload as long as there is no obstruction to the movement of emergency vehicles and with the consent of the APPROVING PARTY. Automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY, it being understood that a manufacturer's factory colors are hereby deemed acceptable. No motorcycle, motorbike, moped, go-cart, all-terrain vehicle, or other such or similar type vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

6.3. Basketball Backboards. No garage or roof mounted or other permanent basketball backboards are permitted. No portable basketball backboards may be kept outside of a UNIT overnight or

when not in use. Active use shall mean and refer to playing basketball continuously without an interruption of more than fifteen (15) minutes.

6.4. Beaches/Lake/Pond Banks. No OWNER shall create any beach or sandy area contiguous to any lake, pond or canal within the SUBJECT PROPERTY, nor shall any dock or deck which extends into any lake, pond or canal or maintenance easement be permitted. All lake and pond banks shall be sodded after the development of the property adjacent thereto is completed, unless otherwise approved by the APPROVING PARTY.

6.5. Business or Commercial Use. All LOTS shall be used for single-family, residential purposes only, and no business or business activity shall be carried on at or upon any LOT at any time, except with the written approval of the APPROVING PARTY. Notwithstanding the foregoing, nothing herein shall prevent any Builder of homes on the SUBJECT PROPERTY from carrying on business related to the development, improvement, and sale of LOTS and UNITS. Additionally, notwithstanding the foregoing restriction on business activity on a LOT, private offices may be maintained in UNITS located on any of the LOTS as long as such use is incidental to the primary residential use of the UNITS and the private office use does not involve pedestrian traffic to and from the LOT, the advertisement of the location of the office for purposes of client, patient or customer contact, meetings or deliveries, production of materials on the LOT, substantial deliveries to and from the LOT, or storage of business-related items and materials on the LOT. The APPROVING PARTY shall have the business judgment to determine whether activity on a LOT constitutes a business or commercial use that is prohibited by this Paragraph 6.5. All OWNERS shall promptly cease any business or commercial activity on a LOT that the APPROVING PARTY deems in its discretion to be a violation of this Paragraph 6.5. This Paragraph 6.5 shall not prohibit the rental of any LOT or UNIT for residential purposes, nor shall it prohibit the COMMUNITY ASSOCIATION or any PARCEL ASSOCIATION from conducting business on the SUBJECT PROPERTY.

6.6. Clotheslines and Outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted.

6.7. COMMON AREAS and PARCEL AREAS. Nothing shall be stored, constructed, placed within, or removed from any COMMON AREA or any PARCEL AREA by any OWNER unless approved by the APPROVING PARTY.

6.8. Damage and Destruction. In the event any UNIT or other IMPROVEMENT is damaged or destroyed, the OWNER of the UNIT or IMPROVEMENT, or the PARCEL ASSOCIATION responsible for repairing or restoring the damaged IMPROVEMENT, shall repair and restore same as soon as is reasonably practical to the same condition that the UNIT or IMPROVEMENT was in prior to such damage or destruction, or shall remove the damaged UNIT or IMPROVEMENT and restore the applicable LOT or PROPERTY to a clean, neat and safe condition as soon as is reasonably practical, unless otherwise approved by the APPROVING PARTY.

6.9. Easements. The portions of the SUBJECT PROPERTY designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible.

6.9.1. "Drainage and/or Utility Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction, repair and replacement of drainage facilities, including, but not limited to, canals, pumps,



pipes, inlets, and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to power, telephone, sewer, water, gas, irrigation, lighting, and television transmission purposes. Within these easements, no improvement or other material shall be placed or permitted to remain or alteration made which:

6.9.1.1. May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a walkway, driveway, minor landscaping or sod in a utility easement area (but not drainage easement area) shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

6.9.1.2. May materially damage the direction or flow or drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

6.9.2. "Water Management and/or Retention Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any other recorded instrument for the storage of storm water and/or maintenance of adjacent water bodies. The PROPERTY subject to the Water Management and/or Retention Easements shall be maintained by the OWNER thereof in an ecologically sound condition for water retention or detention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. The COMMUNITY ASSOCIATION, any PARCEL ASSOCIATION, and the OWNERS shall have the right to use the Water Management and/or Retention Easements to drain surface water from their PROPERTY, COMMON AREAS, and PARCEL AREAS. No IMPROVEMENT shall be placed within a Water Management and/or Retention Easement other than sod unless approved in writing by the APPROVING PARTY. No OWNER shall do anything which shall adversely affect the surface water management system of the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and all applicable governmental agencies. The provisions of this Section 6.9.2 may not be amended, modified or revoked without the express prior written consent of the COMMUNITY ASSOCIATION.

6.10. Exterior Changes, Alterations and Improvements. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, without the prior written consent of the APPROVING PARTY, as required by Paragraph 5 of this DECLARATION.

6.11. Fences. No fences shall be installed on any LOT without the consent of the APPROVING PARTY. All fences must be maintained by the OWNER in good condition at all times.

6.12. Garages. Each UNIT shall have a garage or garages providing parking for at least 1 automobile. No garage shall be erected which is separate from the UNIT. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of a motor vehicle shall be converted into a living space or storage area. All garage doors shall remain closed when not in use, unless garage sized screens are in place of the door(s) and in use and covering the garage door opening(s).

6.13. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up, shall not be permitted to unreasonably accumulate, and shall not be placed or dumped on any portion of the SUBJECT PROPERTY, including any COMMON AREA, not intended for such use, or on any property contiguous to the SUBJECT PROPERTY. Garbage, trash, refuse or rubbish that is required to be placed along any road or in any particular area in order to be collected may be so placed after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. Except when so placed for collection, all containers, dumpsters or garbage facilities shall be kept inside a UNIT or other area intended for such use which shall be fenced-in area and screened from view in a



manner approved by the APPROVING PARTY and kept in a clean and sanitary condition. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. No noxious or offensive odors shall be permitted.

6.14. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or shielded from view so as to be substantially concealed or hidden from any eye-level view from any street, sidewalk or other LOT within the SUBJECT PROPERTY. The method of shielding such improvements from view shall be determined by the APPROVING PARTY from time to time.

6.15. Guns, Firearms and Weapons. The public display, use or discharge of weapons, such as bow-and-arrows and firearms, including but not limited to, BB guns and pellet guns, is prohibited. Notwithstanding this restriction, nothing herein shall prohibit or be deemed to prohibit an OWNER or resident from possessing of a firearm in accordance with applicable laws.

6.16. Hazardous Waste. No hazardous or toxic waste shall be disposed of within the SUBJECT PROPERTY, and there shall be no unlawful contamination of the soil or underground water supplies within the SUBJECT PROPERTY. No environmental law, rule, regulation, or ordinance shall be violated.

6.17. Lakes, Ponds and Canals. No swimming or motorized boating is allowed in any lake, pond or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake, pond or canal within or contiguous to the SUBJECT PROPERTY. No OWNER other than the COMMUNITY ASSOCIATION shall install any improvement upon a LOT within 20 feet of any lake or canal without the prior written consent of the APPROVING PARTY, including but not limited to landscaping (other than grass), fences, walls, or any other improvements.

6.18. Lakes, Ponds, Canals and Irrigation. No PARCEL ASSOCIATION or OWNER shall draw water out of any lake, pond or canal existing within the SUBJECT PROPERTY for Irrigation purposes for any PROPERTY without the prior written consent of the APPROVING PARTY, which may be granted or withheld in its sole discretion. The COMMUNITY ASSOCIATION shall not be liable if any water drawn from any lake, pond or canal within the SUBJECT PROPERTY for irrigation purposes is not suitable for such purposes, or if the level of the water in any lake, pond or canal existing within the SUBJECT PROPERTY falls to a level which is below the intake pipes of any irrigation system. The use of any lake, pond or canal within the SUBJECT PROPERTY shall be subject to all rules, regulations and restrictions adopted by the BOARD concerning same.

6.19. Landscaping. The initial landscaping of any UNIT, and any material modifications, additions, or substitutions thereof, must be approved by the APPROVING PARTY. The OWNER of each LOT containing a UNIT shall be required to maintain the landscaping on his LOT, and on any contiguous property between his LOT and the pavement edge of any abutting road or the waterline of any abutting lake, pond or canal, all in accordance with the landscaping plans approved by the APPROVING PARTY, and in accordance with the provisions of this DECLARATION and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. Unless otherwise approved by the APPROVING PARTY in writing, underground sprinkler systems shall be installed, maintained and used to irrigate all landscaping on a LOT, or any PROPERTY owned by any PARCEL ASSOCIATION, or any other landscaping which the OWNER of the LOT or any PARCEL ASSOCIATION is required to maintain pursuant to this Paragraph. All landscaped areas shall be primarily grass, and shall not be paved or



covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained outside of a UNIT without the consent of the APPROVING PARTY.

6.20. Mailboxes. No mailboxes are permitted without the consent of the APPROVING PARTY, except for mailboxes which are identical to mailboxes originally provided for the UNITS.

6.21. Maintenance. All UNITS, buildings and other IMPROVEMENTS existing within the SUBJECT PROPERTY shall at all times be maintained in first class condition and good working order, in a clean, neat and attractive manner, and in accordance with all applicable governmental requirements. Exterior maintenance, including painting, shall be periodically performed as reasonably necessary. Any OWNER intending to paint his UNIT or the other IMPROVEMENTS on this LOT shall obtain the consent of the APPROVING PARTY as to the color of the paint that will be used, which in any event shall be harmonious with other improvements within the SUBJECT PROPERTY. No unsightly peeling of paint or discoloration of same, mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any UNIT, building or other IMPROVEMENT. All sidewalks, driveways and parking areas within a LOT or a UNIT shall be cleaned and kept free of debris; and cracks which may cause a trip and fall hazard, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

6.22. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with by the OWNERS at all times. Examples of nuisances include, but are not limited to, emitting noise or odors that disturb an OWNER'S peaceful enjoyment of their LOT or UNIT, failing to clean up after a pet, storing unreasonably dangerous substances on the SUBJECT PROPERTY, failing to maintain a LOT or UNIT in accordance with the COMMUNITY ASSOCIATION or PARCEL ASSOCIATION standards, discharging fireworks, igniting or maintaining a fire in an open area (other than in an approved fire pit), disrupting the peaceful enjoyment of others using CLUB FACILITIES or CLUB PROPERTY, and maintaining any condition on the SUBJECT PROPERTY that may cause irreparable harm to a person or their property.

6.23. Restrictions on Leasing of UNITS. No UNIT shall be leased or occupied other than in its entirety. No bed and breakfast facility or similar lodging establishment shall be operated on any Lot. No transient tenants shall be accommodated in any UNIT. All written leases or occupancy agreements of any UNIT (hereinafter "Lease Agreement") are subject to the following provisions:

No UNIT OWNER shall lease his or her UNIT without the prior written approval of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have the right to deny a proposed lease, including the proposed renewal of an existing lease for the following reasons, among others: insufficient income of a proposed tenant; the criminal background of a proposed tenant; prior eviction history; the prior conduct of a proposed tenant on the PROPERTY; or if the proposed lease would constitute a violation of any of the Leasing Restrictions set forth herein or any other provision of this DECLARATION or the RULES AND REGULATIONS of the COMMUNITY ASSOCIATION, as amended from time to time.



In no event shall a lease be approved by the COMMUNITY ASSOCIATION if the proposed tenant or any occupant of the UNIT has been convicted of a felony during the ten (10) years preceding the date of the application, if the proposed tenant or occupant has been convicted of more than two (2) misdemeanors in the two (2) years preceding the date of the application, or if the proposed tenant or occupant is a registered sexual offender or sexual predator. Any attempt to lease a UNIT, including an attempt to renew an existing lease, without Association approval shall result in the lease being deemed a nullity, requiring the unauthorized tenant or occupant to vacate the UNIT immediately. In the event that a UNIT is leased without the approval of the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the power to issue notices and to evict the unauthorized tenant from the UNIT as if the COMMUNITY ASSOCIATION were the landlord under Chapter 83, Florida Statutes. Each OWNER hereby covenants and agrees that any lease, including but not limited to the renewal of a lease which is in effect at the time of recording of this provision, shall incorporate the foregoing provision concerning the COMMUNITY ASSOCIATION'S authority and ability to evict the unauthorized tenant from the UNIT, into the lease and the lessee, by occupancy of the UNIT, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

From time to time, the COMMUNITY ASSOCIATION shall promulgate and publish written procedures for OWNERS to comply with when seeking COMMUNITY ASSOCIATION approval to lease their UNIT. The application procedures shall apply to all new leases, as well as renewals of existing leases. The COMMUNITY ASSOCIATION shall provide a lease approval application form to be completed by the OWNER disclosing the names of all tenants and/or occupants, all vehicles to be kept by the tenant(s) and occupants, and emergency contact information for the OWNER.

No more than three hundred (300) UNITS on the PROPERTY may be leased at any time. If the total number of leased UNITS equals, no new leases will be approved by the COMMUNITY ASSOCIATION; however, existing leases may be renewed on the exact same terms as the existing lease except for changes approved by the COMMUNITY ASSOCIATION. In calculating the number of leased UNITS on the PROPERTY, UNITS owned by the COMMUNITY ASSOCIATION or a PARCEL ASSOCIATION shall not be counted.

All Lease Agreements of any UNIT shall be in writing. Prior to any tenant occupying a UNIT, the OWNER shall provide the COMMUNITY ASSOCIATION with a completed Lease Application and a copy of the Lease Agreement between the OWNER and the tenant and obtain the COMMUNITY ASSOCIATION'S prior written approval as provided for herein.

Prior to any tenant occupying a UNIT, the OWNER of the UNIT shall pay the COMMUNITY ASSOCIATION a Lease Agreement application fee in the amount of one hundred dollars (\$100.00) which may be increased from time to time by the BOARD.

Any OWNER seeking to lease his or her UNIT shall conduct a background check on each prospective tenant, which provides details concerning all criminal convictions of the tenant and other occupants of the UNIT.

No Lease Agreement for a UNIT shall be for a term of less than ninety (90) days.

Under no circumstances shall any UNIT be used for transient housing purposes. This may include daily, weekly or other short term rentals that are less than ninety (90) days in duration. It shall also be a violation of the COMMUNITY ASSOCIATION DECLARATION to offer or



advertise any UNIT for lease or occupancy as transient housing space or accommodations. By way of example, and without limitation, it shall be a violation of the COMMUNITY ASSOCIATION DECLARATION to advertise a UNIT in such a manner, including by listing the UNIT as an accommodation on Airbnb, VRBO or other short term occupancy listing services.

No UNIT may be leased more than three (3) times in any calendar year, unless otherwise approved by the BOARD based upon the OWNER'S hardship.

Subleasing is not permitted.

By occupying a UNIT, each tenant or occupant specifically agrees to abide by and adhere to the COMMUNITY ASSOCIATION DECLARATION, BYLAWS, ARTICLES and RULES AND REGULATIONS.

Each OWNER agrees to remove, at the OWNER'S exclusive expense, by any legal means available, including but not limited to, eviction or ejection proceedings, his or her tenant(s) should the tenant(s) refuse or fail to abide by and adhere to the DECLARATION, ARTICLES, BYLAWS, AND RULES AND REGULATIONS. Notwithstanding the foregoing, should an OWNER fail to perform his or her obligations under this Paragraph, the COMMUNITY ASSOCIATION shall have the right, but not the obligation, to evict or eject such tenant through legal proceedings, and the attorneys' fees and costs related to same shall be the responsibility of the OWNER.

Each Lease Agreement shall require the UNIT to be used solely as a private, single-family residence.

Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") mandated by the COMMUNITY ASSOCIATION, which shall incorporate a provision which requires the tenant(s) to abide by the DECLARATION, ARTICLES, BYLAWS, AND RULES AND REGULATIONS. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the BOARD from time to time. Failure of an OWNER and tenant(s) to incorporate such Uniform Lease Exhibit into the terms of any Lease Agreement shall cause such Lease Agreement to be voidable by the COMMUNITY ASSOCIATION.

Each Lease Agreement shall contain the Uniform Lease Exhibit designating the COMMUNITY ASSOCIATION'S authorized officer as the OWNER'S attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant(s) of any covenant, condition, or restriction; provided, however, the COMMUNITY ASSOCIATION first shall give the OWNER notice of such violation and an opportunity to terminate such Lease Agreement within ten business (10) days of such notice by the COMMUNITY ASSOCIATION.

During such time as a UNIT is leased, the OWNER of such UNIT shall not enjoy the use rights and privileges of the PROPERTY that are appurtenant to such UNIT; rather, such use rights and privileges shall be reserved for the UNIT OWNER'S tenant(s).

In the event that a tenant or the guest of a tenant causes damage to COMMON AREA or COMMUNITY ASSOCIATION property, the UNIT OWNER, tenant and guest of tenant shall be jointly and severally liable for same. Notwithstanding anything herein to the contrary, the COMMUNITY ASSOCIATION shall have the right to make any and all repairs to restore the damaged COMMON AREA or COMMUNITY ASSOCIATION property, and the



COMMUNITY ASSOCIATION may assess the UNIT OWNER, individually, for such costs. Any such specific assessment against a UNIT OWNER for such damages shall be considered an assessment, which shall be due and collectible from the UNIT OWNER in accordance with this DECLARATION.

6.24. Outside Antennas, Flags and Flag Poles. No outside signal receiving or sending antennas, dishes or devices are permitted which are visible from the exterior of a UNIT without the consent of the APPROVING PARTY, except for digital satellite dishes not exceeding one meter in diameter which are located in the rear of the home on the LOT and not visible from adjoining streets, or as required by law, as amended from time to time. The foregoing shall not prohibit any antenna or signal receiving dish owned by the COMMUNITY ASSOCIATION which services the entire SUBJECT PROPERTY. Except as required by law, as amended from time to time, no flags or flag poles are permitted without the consent of the APPROVING PARTY.

6.25. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT except for tasteful patio furniture and accessories, Bar-B-Q grills approved by the APPROVING PARTY, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition. Storage or placement of personal property of any kind outside of a UNIT that detracts from the appearance of the UNIT shall be prohibited. The BOARD shall have the authority to determine, in its exclusive judgment, if a UNIT and its OWNER are in breach of this provision.

6.26. Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. With regard to cats and dogs, only 2 such pets are permitted in any UNIT except with the written consent of the APPROVING PARTY, which may be granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers, rottweilers, or dobermen breeds, either pure bred or a mixed breed, are permitted. Other aggressive breeds of dogs or dogs that constitute a nuisance or danger to others may be removed from the PROPERTY as determined by the BOARD. OWNERS, tenants and guests shall comply with all such directives of the BOARD. In any event, only dogs and cats will be permitted outside of the permanently enclosed air conditioned living space of a UNIT, and no pet other than a cat or dog shall be permitted outside of such portion of a UNIT, including but not limited to any screened in porch or patio, without the consent of the APPROVING PARTY. No dog shall be kept outside of a UNIT, or in any screened-in porch or patio, unless someone is present in the UNIT. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be permitted to go or stray onto any other LOT without the permission of the OWNER of the LOT. No pet shall be an unreasonable nuisance or annoyance to the other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY including the pet park areas. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

6.27. Portable Buildings. No portable, storage, temporary or accessory buildings or structures, sheds, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the APPROVING PARTY, and in any event any permitted such building or structure must be screened from view from adjoining roads.

6.28. Roofs for Porches, Patios or Additions. Any roof or ceiling on any porch, patio, or other addition to any UNIT must be approved by the APPROVING PARTY, and in any event must be of the same type and color as the existing roof on the UNIT. Although the addition or modification of sunrooms and screen enclosures shall be subject to the approval of the APPROVING PARTY, the foregoing



requirement concerning roofing material shall not apply to sunrooms, which may have an aluminum roof, or enclosures that consist only of screen material.

6.29. Signs. No sign shall be placed upon any LOT or other portion of the SUBJECT PROPERTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, an OWNER may place one (1) sign on the interior of a residence window or on the interior of a screen door indicating the residence is "For Sale" or "For Lease" and a portable and tasteful "open house" advertising sign is permitted upon any LOT for a period not to exceed 8 hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2-1/2 square feet in size, during such periods when the OWNER or a licensed real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this Paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass or violation of other law, and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

6.30. Solar Collectors. Solar collectors are permitted, provided that the APPROVING PARTY shall have the right to approve the type and the specific location where any solar collector will be installed on a roof with an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the solar collector.

6.31. Southwest Florida Water Management District ("SWFWMD") Requirements. The OWNERS shall comply with the following requirements of SWFWMD, which may be enforced by the COMMUNITY ASSOCIATION or SWFWMD, and which shall not be amended without the consent of SWFWMD:

6.31.1. Each OWNER within the SUBJECT PROPERTY at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD.

6.31.2. No OWNER within the SUBJECT PROPERTY may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the SUBJECT PROPERTY, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department or such other department which may take its place.

6.31.3. The OWNERS of any LOTS abutting wet detention areas shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. OWNERS shall address any questions regarding authorized activities within the wet detention ponds to the SWFWMD, Brooksville Service Office, Surface Water Regulation Manager.

6.31.4. SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the COMMUNITY ASSOCIATION to compel it to correct any outstanding problems with the surface water management facilities.

6.31.5. If the COMMUNITY ASSOCIATION ceases to exist, all of the OWNERS shall be jointly and severally responsible for the operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit for the



SUBJECT PROPERTY, unless and until an alternate entity assumes responsibility pursuant to the requirements of SWFWMD.

6.31.6. The COMMUNITY ASSOCIATION shall allocate sufficient funds in its BUDGET for monitoring and maintenance of any wetland mitigation areas each year, until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource PERMIT.

6.32. Subdivision. No LOT shall be further subdivided without the prior written consent of the APPROVING PARTY if same would result in the creation of more LOTS than before such resubdivision or re-platting. Notwithstanding the foregoing, any LOT or portions of one or more LOT(s) may be conveyed to the OWNER(S) of contiguous LOT(s) in order to increase the size of the contiguous LOT(S), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION.

6.33. Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the APPROVING PARTY and any controlling governmental authority, including, but not limited to, the excavation or filling in of any lake, pond, or canal, or the changing of the elevation of any other portion of the SUBJECT PROPERTY. In particular, no OWNER other than DECLARANT shall install any landscaping or place any fill on the OWNER's LOT which would adversely affect the drainage of any contiguous LOT.

6.34. Swimming Pools. No swimming pools, spas, or the like, shall be installed without the consent of the APPROVING PARTY.

6.35. Tree Removal. No trees shall be removed without the consent of the APPROVING PARTY.

6.36. Window Treatments. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 30 days after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

6.36.1 Hurricane Shutters. Hurricane shutters may not be installed without the consent of the APPROVING PARTY. Installed hurricane shutters shall not be opened or placed upon a residence until a hurricane warning has been issued for the SUBJECT PROPERTY by the National Hurricane Center of NOAA. Hurricane shutters must be removed within 5 days after the passage of the storm or the withdrawal of a declaration of a State of Emergency by the United States of America or the State of Florida, whichever is later. A damaged residence or a residence that is inaccessible following a weather event may be exempt from the immediate removal requirement with the APPROVING PARTY'S approval.

6.37. Rules and Regulations. The APPROVING PARTY may adopt additional reasonable rules and regulations relating to the use, maintenance and operation of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the APPROVING PARTY to any OWNER upon request. Such rules and regulations shall not require approval of the OWNERS, provided that they are consistent with this DECLARATION.

6.38. Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any PROPERTY from imposing restrictions upon such PROPERTY in addition to, or more restrictive than,



the restrictions contained herein, provided, however, that any such restrictions shall not be effective to permit that which is expressly prohibited herein.

6.39. Waiver. The APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, where in the discretion of the APPROVING PARTY special circumstances exist which justify such waiver or deviation, or where such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the APPROVING PARTY, will not materially and adversely affect any other OWNERS. By way of an example, and without any limitation, reasonable accommodations based upon a disabled person's request will be granted by the APPROVING PARTY when legally required. The granting of such a request for a reasonable accommodation shall not constitute a waiver of applicable restrictions in any other case. Such accommodations shall be granted only when required by law, and they shall only benefit the party requesting the reasonable accommodation.

6.40. Responsibility for Maintenance and Compliance.

6.40.1. OWNERS. The OWNER of any PROPERTY shall be responsible for complying with all of the provisions of this Section with respect to such PROPERTY.

6.40.2. PARCEL ASSOCIATION. Each PARCEL ASSOCIATION shall be responsible for complying with all provisions of this Section with respect to all of the PROPERTY which is subject to the jurisdiction of the PARCEL ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the PROPERTY may also be responsible for such compliance with respect to the PROPERTY owned by such OWNER.

6.40.3. Enforcement. In the event any OWNER or PARCEL ASSOCIATION fails to comply with any provision of this Section, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7, including, but not limited to, the right to perform any maintenance which any OWNER or PARCEL ASSOCIATION has failed to perform, and to assess the applicable OWNER or PARCEL ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION in connection therewith. The costs and expenses of any such work by the COMMUNITY ASSOCIATION shall be an ASSESSMENT against the LOT.

6.40.4. Limitations. No OWNER or PARCEL ASSOCIATION shall maintain, repair and/or improve any PROPERTY for which the COMMUNITY ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the COMMUNITY ASSOCIATION.

6.41 Senior Housing: In recognition of the fact that the PROPERTY has been developed and the structures located therein are designed primarily for the comfort, convenience and accommodation of older persons, the future use of all the UNITS is hereby limited to permanent occupancy by at least one person who is fifty-five (55) years of age or older. Since the Community is designed and intended as a retirement community for older persons, to provide housing for residents who are 55 years of age or older, no UNIT shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and reside for reasonable periods not to exceed sixty (60) days in any calendar year, or for such other periods as may be permitted by the COMMUNITY ASSOCIATION.

6.41.1. No permanent occupancy of any UNIT shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55), unless there is at least one individual who is 55 or over in residence on the UNIT. Notwithstanding same, the Board in its sole discretion shall have the right to establish limited hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-



five (55) to permanently reside in the SUBJECT PROPERTY, only to allow for surviving spouses and heirs already in residence, who are under the age of 55 years and over the age of 18 years, to continue to occupy the UNIT, providing that said exceptions shall not be permitted in situations in which the granting of a hardship exception would result in less than 80% of the UNITS in the SUBJECT PROPERTY having less than one resident 55 years of age or older. It is the intent that at all of the units shall at all times be reserved for occupancy by at least one (1) resident 55 years of age or older.

6.41.2. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentage of over 55 occupancy is maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a UNIT by any person(s) who would thereby create a violation of the necessary percentage of senior occupancy.

6.42 Wells. No wells will be permitted on any LOT.

6.43 Fire Pits. One fire pit may be permitted on a LOT, but only with the approval of the APPROVING PARTY. A fire pit on a LOT shall be properly enclosed to ensure that the use of the fire pit does not constitute a nuisance or a hazard to other OWNERS or their LOT, UNIT or other property. No open wood burning fire pits are allowed.

6.44 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an OWNER, occupant, tenant or invitee on, over, from or within any Lot or Common Area that is part of the SUBJECT PROPERTY, except for the purpose of an OWNER or their authorized agent periodically inspecting the OWNER'S Lot or Home, or as otherwise permitted by the BOARD from time to time. The BOARD is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots and Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner on, from, over or within the SUBJECT PROPERTY that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including but not limited to another OWNER, occupant, tenant or invitee.

## 7. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

### 7.1. Monetary Defaults and Collection of ASSESSMENTS.

7.1.1. Late Fees and Interest. If any OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or if any OWNER or PARCEL ASSOCIATION is in default in the payment of any other monetary obligation to the COMMUNITY ASSOCIATION for a period of more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, or if any check for any ASSESSMENT or any other monetary obligation to the COMMUNITY ASSOCIATION is dishonored, the COMMUNITY ASSOCIATION shall have the right to charge the applicable OWNER or PARCEL ASSOCIATION a late or bad check fee consistent with then existing law, plus interest at the highest rate permitted by law on the amount owed to the COMMUNITY ASSOCIATION from and after said ten (10) day period.

7.1.2. Acceleration of ASSESSMENTS. In addition, if any OWNER is in default in the payment of any ASSESSMENT or any other monetary obligation to the COMMUNITY ASSOCIATION, for more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the right to accelerate and require such



defaulting OWNER to pay to the COMMUNITY ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and monetary obligations to the COMMUNITY ASSOCIATION.

7.1.3. Collection. In the event any OWNER or PARCEL ASSOCIATION fails to pay any ASSESSMENT or other monetary obligations to the COMMUNITY ASSOCIATION within ten (10) days after written demand, the COMMUNITY ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or monetary obligations including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or monetary obligations, initiating legal proceedings for the collection of such ASSESSMENTS or monetary obligations, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the OWNER or PARCEL ASSOCIATION shall be liable to the COMMUNITY ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION incident to the collection of any ASSESSMENT or other monetary obligations to it, and the enforcement and/or foreclosure of any lien for same, including but not limited to, reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the COMMUNITY ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the COMMUNITY ASSOCIATION's lien. The COMMUNITY ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monetary obligations to it. All payments received by the COMMUNITY ASSOCIATION on account of any ASSESSMENTS or moneys owed to it by any OWNER or PARCEL ASSOCIATION shall be first applied to payments and expenses incurred by the COMMUNITY ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or monetary obligations to the COMMUNITY ASSOCIATION in the inverse order that the same were due.

7.1.4. Lien for ASSESSMENT and Monetary Obligations to the COMMUNITY ASSOCIATION.

The COMMUNITY ASSOCIATION shall have a lien on all PROPERTY owned by any OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION) or other monetary obligations to the COMMUNITY ASSOCIATION by such OWNER, and for late fees, costs of collection, litigation costs, interest, and reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incident to the collection of the ASSESSMENTS and other moneys, or enforcement of the lien, and for all sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the COMMUNITY ASSOCIATION's lien. The lien shall relate back to the original recording of the DECLARATION. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the COMMUNITY ASSOCIATION. Upon payment in full of all sums secured by the lien, the PERSON making the payment is entitled to a satisfaction of the lien.

7.1.5. Transfer of PROPERTY after ASSESSMENT. The COMMUNITY ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, late fees, costs of collection, litigation costs, interest, reasonable attorneys' fees, and other costs and expenses owed to the COMMUNITY ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER.



7.1.6. Subordination of the Lien to Mortgages. The COMMUNITY ASSOCIATION lien for the ASSESSMENTS provided for herein shall be subordinate to the lien of any first mortgage, as provided for in Chapter 720, Florida Statutes, as amended from time to time. Sale or transfer of any LOT or UNIT shall not affect an ASSESSMENT lien, except the sale or transfer of any LOT or UNIT pursuant to the foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such ASSESSMENT as to payments which become due prior to such sale or transfer, without prejudice, except as provided for in Chapter 720, Florida Statutes, as amended from time to time. No sale or transfer shall relieve such LOT OR UNIT from liability for any ASSESSMENT(S) thereafter becoming due or from the lien thereof, including but not limited to INITIATION FEES.

7.1.7. No Set-Offs. No OWNER shall have the right to set-off or reduce any ASSESSMENTS for COMMON EXPENSES by any claims that such OWNER may have or may claim to have against the COMMUNITY ASSOCIATION or against DECLARANT or any PARCEL DEVELOPER.

7.1.8 Suspension of Voting Rights. The COMMUNITY ASSOCIATION may suspend the voting rights of any OWNER for the nonpayment of monetary obligations, including but not limited to regular ASSESSMENTS for COMMON EXPENSES, that are delinquent for more than 90 days.

7.2. Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or PARCEL ASSOCIATION, (other than the nonpayment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the COMMUNITY ASSOCIATION shall notify the OWNER, tenant, or PARCEL ASSOCIATION of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER, tenant or PARCEL ASSOCIATION fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION may, at its option:

7.2.1. Impose a fine and/or suspend, for a reasonable period of time, the rights of an OWNER or an OWNER'S tenants, guests, or invitees, or both, to use the COMMON AREAS (but such suspension shall not impair the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER'S LOT, including, but not limited to, the right to park) and those portions of the CLUB PROPERTY and CLUB FACILITIES which are otherwise usable by such OWNER and/or OWNER'S tenants, guests, and/or invitees as members of the ASSOCIATION; and/or

7.2.2. Commence an action to enforce the performance on the part of the OWNER or PARCEL ASSOCIATION, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.2.3. Commence an action to recover damages; and/or

7.2.4. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION, and/or

7.2.5. Record a "notice of violation" in the public records of the county in which the SUBJECT PROPERTY is located, which shall describe the legal description of the applicable PROPERTY owned by the OWNER, the OWNER's name, and the nature of the violation, and shall be signed by an officer or agent of the COMMUNITY ASSOCIATION. If recorded, such notice of violation



shall be released when the violation is cured and the applicable OWNER pays any costs or expenses due to the COMMUNITY ASSOCIATION in connection with the violation and the recording of the notice of violation.

All expenses incurred by the COMMUNITY ASSOCIATION in connection with the enforcement of this DECLARATION action against any OWNER or PARCEL ASSOCIATION, including reasonable attorneys' fees and costs, whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER or PARCEL ASSOCIATION, and shall be due upon written demand by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

7.2.6. If the OWNER's within any PARCEL, or any committee thereof, desire to retain a lawyer or commence legal proceedings to enforce this DECLARATION against any other OWNER within the PARCEL, and if the COMMUNITY ASSOCIATION does not agree to do so as a COMMON EXPENSE, then upon the approval of a majority of the OWNERS within the PARCEL appearing at a special meeting called for such purpose, the COMMUNITY ASSOCIATION shall enforce this DECLARATION against such OWNER as a PARCEL EXPENSE.

7.3. Fines and Suspensions. The COMMUNITY ASSOCIATION shall have the authority to impose fines and suspensions against any OWNER, occupant, tenant and guest for violating any provision in this DECLARATION, ARTICLES, BYLAWS, and RULES AND REGULATIONS. Such fines and suspensions shall be imposed by the COMMUNITY ASSOCIATION based upon reasonable procedures approved by the BOARD, provided that same are consistent with then existing law.

7.4. Negligence. An OWNER shall be liable and may be assessed by the COMMUNITY ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, omission, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

7.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the COMMUNITY ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

7.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the



ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the COMMUNITY ASSOCIATION, then upon written notice by the COMMUNITY ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the COMMUNITY ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees and costs, may be assessed against the applicable OWNER, and the COMMUNITY ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the COMMUNITY ASSOCIATION.

7.7. No Waiver. The failure of the COMMUNITY ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the COMMUNITY ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.8. Rights Cumulative. All rights, remedies and privileges granted to the COMMUNITY ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, 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 COMMUNITY ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.9. Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by the COMMUNITY ASSOCIATION by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such 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 DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any PARCEL ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no PARCEL ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.10. Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any PROPERTY, the COMMUNITY ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable PARCEL ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION. Any person who relies on such certificate in purchasing or making a mortgage encumbering any PROPERTY shall be protected thereby.

7.11. Enforcement of Obligations of COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the COMMUNITY ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the COMMUNITY ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and



diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by any controlling governmental authority, or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the COMMUNITY ASSOCIATION, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the COMMUNITY ASSOCIATION's duties and obligations hereunder or the collection of any such sums. The controlling governmental authority shall have the right to collect such sums from the OWNERS and in connection therewith shall have all enforcement rights granted to the COMMUNITY ASSOCIATION in connection with the collection of said moneys, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the COMMUNITY ASSOCIATION may be enforced by any UNIT OWNER through appropriate legal proceedings.

8. DEDICATIONS. The COMMUNITY ASSOCIATION, shall have the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by them, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. Any PROPERTY which is conveyed to any governmental or quasi-governmental agency or private or public utility company shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so conveying such PROPERTY specifically provides that same is subject to this DECLARATION.

9. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, 100% of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods often (10) years each, until 2/3 of the votes of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date an instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, which shall be executed by the president of the COMMUNITY ASSOCIATION and by all of the directors, who shall certify that the requisite number of OWNERS voted to terminate this DECLARATION as required herein.

10. AMENDMENT.

10.1. Approval of Amendments. This DECLARATION may be amended as follows:

10.1.1. By either (i) the vote of the all of the directors of the COMMUNITY ASSOCIATION, and by the vote of 2/3 of the OWNERS who are present and voting, either in person or by proxy, at a duly noticed meeting where a quorum is present; or (ii) the vote of OWNERS entitled to cast 2/3 of the votes of all the OWNERS.

10.1.2. By a vote of a majority of the BOARD if an amendment is required to correct an error in this DECLARATION, including any error in Exhibits A through D to this DECLARATION.

10.1.3 By a vote of a majority of the BOARD if an amendment is required to annex additional land to this Declaration.



10.2. Recording. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.

10.3. Limitations. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment.

## 11. RIGHTS OF INSTITUTIONAL LENDERS.

11.1. Notice of Action. Upon written notice to the COMMUNITY ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

11.1.1. Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

11.1.2. Any 60-day default in the payment of ASSESSMENTS or charges owed to the COMMUNITY ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the PROPERTY or UNIT on which it holds the mortgage.

11.1.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the COMMUNITY ASSOCIATION.

11.1.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

11.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any PROPERTY or UNIT is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the COMMUNITY ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the COMMUNITY ASSOCIATION), which response must be received by the COMMUNITY ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the COMMUNITY ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the COMMUNITY ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.



11.3. Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the COMMUNITY ASSOCIATION which are in default, or any overdue insurance premiums for insurance required to be purchased by the COMMUNITY ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

12. SPECIAL PROVISIONS REGARDING CLUB. It is acknowledged that a golf, tennis, and social club, comprised of the CLUB FACILITIES, will be operated within the SUBJECT PROPERTY as COMMON AREAS of the COMMUNITY ASSOCIATION. The following provisions shall apply with respect to the CLUB:

12.1. Easement. An easement over, under, upon and across all or any portion of the SUBJECT PROPERTY (other than the LOTS) is hereby granted and established in favor of the COMMUNITY ASSOCIATION and its members, and their guests and invitees, and all other permitted uses of the CLUB FACILITIES, to permit the doing of every act necessary and/or incidental to the learning, practicing and playing of golf. In the case of the learning, practicing or playing of golf, these acts include, but are not limited to, the recovery and playing golf balls from any portion of the PROPERTY that is not fenced or walled in; the driving of golf carts on and about designated golf cart paths (as the same may be located and relocated at any time and from time to time), roadways within the PROPERTY and COMMON AREAS contiguous to such golf cart paths and roadways; walking, and the use of hand, pull and motorized golf bag carts across and upon those portions of the COMMON AREAS that are necessary or convenient for the travel between holes on the golf course, and between the golf course and other CLUB FACILITIES, the flight (and rolling of) golf balls over and upon the PROPERTY, the use of necessary and usual equipment upon the golf course within the CLUB, and all other common and usual activities associated with the learning, practice, and/or playing the game of golf.

12.2. Assumption of Risk. Each OWNER, occupant, guest and invitee of the PROPERTY assumes all risks associated with the flight of errant golf balls or other activities associated with the use and operation of the CLUB FACILITIES, and releases, and shall not make any claim against or institute any action against, DECLARANT, the COMMUNITY ASSOCIATION, and each of their directors, officers, members, guests, employees, agents, or contractors, OWNER, or any other person, arising or resulting from (i) any errant golf balls, and any damage that may be caused thereby, (ii) the design of the golf course or placement and/or orientation of the OWNER's UNIT, (iii) noise, personal injury, death or property damage caused by the use, operation and maintenance of the golf course or any of the CLUB FACILITIES, (iv) noise from maintenance equipment, (v) use of pesticides, herbicides and fertilizers, or (vi) the installation, relocation, or removal of the CLUB FACILITIES or the redesign of portions of the golf course, or the maturation of trees and shrubbery. Such release includes claims for damages, including, without limitation, actual, indirect, special, or consequential damages, arising from personal injury, death, destruction of property, trespass, loss of enjoyment, or any other alleged wrong, and specifically includes claims arising out of the negligence of DECLARANT or the COMMUNITY ASSOCIATION. Each OWNER agrees to and shall indemnify and hold harmless DECLARANT, the COMMUNITY ASSOCIATION, and each of their directors, officers, members, guests, employees, agents, or contractors, from and against any and all claims made against them by the OWNER's family members, visitors, tenants, guests and invitees.

12.3. Right of Use. Each OWNER of any UNIT, by the continuing payment of ASSESSMENTS, and by being a member of the ASSOCIATION, shall have the right to use the CLUB FACILITIES subject to the Membership Plan and the Rules and Regulations established by the COMMUNITY ASSOCIATION. No OWNER of any UNIT shall have any right by virtue of such ownership to the use of the golf course, golf practice facilities or any other CLUB FACILITY, other than



the clubhouse, swimming pool and tennis courts, and other than as a public user of the golf course and golf practice facilities, for a fee and/or charge. The COMMUNITY ASSOCIATION shall have the right to determine from time to time, and at any time, in the COMMUNITY ASSOCIATION's sole discretion, the manner in which the golf course and the golf practice facilities will be made available for use, and the COMMUNITY ASSOCIATION may make such facilities open and available to the public for such fees and charges as the COMMUNITY ASSOCIATION may determine from time to time in its sole discretion.

12.4 SUSPENSION. The COMMUNITY ASSOCIATION may restrict or suspend, for cause or causes described herein, or in the Rules and Regulations adopted from time to time, any OWNER's privileges to use any or all of the CLUB FACILITIES. By way of example, and not as a limitation, the COMMUNITY ASSOCIATION may suspend a tenant's privileges to use any or all of the CLUB FACILITIES if such tenant's Owner fails to pay Assessments due in connection with a leased UNIT. In addition, the COMMUNITY ASSOCIATION may suspend the rights of a particular Owner or prohibit an Owner from using a portion of the CLUB FACILITIES. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or tenant's rights to use the CLUB FACILITIES shall be imposed after fourteen (14) days' notice to such Owner or tenant and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the COMMUNITY ASSOCIATION, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the COMMUNITY ASSOCIATION. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the COMMUNITY ASSOCIATION imposes a suspension, the COMMUNITY ASSOCIATION must provide written notice of such suspension by mail or hand delivery to the Owner or tenant.

13. EXISTING COMMUNITIES.

13.1. It is acknowledged that various communities (the "Existing Communities") exist within the property described in Exhibit "B", which are subject to one of the following declarations (the "Existing Declarations"):

- A. Declaration of Restrictions Relating to: Tampa Bay Golf and Tennis Club: First Addition, recorded in Official Records Book 3346, Page 405, of the Public Records of Pasco County, Florida.
- B. Declaration of Restrictions Relating to: Tampa Bay Golf and Tennis Club: Phases IIA, Unit 1, recorded in Official Records Book 3476, Page 1365, of the Public Records of Pasco County, Florida.
- C. Declaration of Restrictions Relating to: Tampa Bay Golf and Tennis Club: Phases IIA, Unit 2, recorded in Official Records Book 3513, Page 633, of the Public Records of Pasco County, Florida
- D. Declaration of Restrictions Relating to: Tampa Bay Golf and Tennis Club: Phases IIB, recorded in Official Records Book 3700, Page 751, of the Public Records of Pasco County, Florida

13.2. Unless otherwise provided by an amendment to this DECLARATION as to any or all of the property within the Existing Communities, the owners of property within the Existing Communities



shall not be members of the COMMUNITY ASSOCIATION, and shall not have the right to vote at the meetings of members of the COMMUNITY ASSOCIATION, and the provisions of this DECLARATION shall not apply to the Existing Communities.

13.3. Notwithstanding anything contained herein to the contrary, the owners and residents of property within the Existing Communities, and their guests and invitees, shall have the same right of access into the SUBJECT PROPERTY through any entrance gate and onto any roads owned and/or operated by the COMMUNITY ASSOCIATION as is given to the OWNERS and residents of the SUBJECT PROPERTY.

14. MISCELLANEOUS.

14.1. Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights.

14.2. Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

14.3. PARCEL ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any PARCEL ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose. In the event of any conflict between this DECLARATION and any other PARCEL DECLARATION or other declaration affecting only a portion of the SUBJECT PROPERTY, the terms of this DECLARATION shall control

14.4. Authority of COMMUNITY ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

14.5. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

14.6. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

15. AGE RESTRICTION.

15.1 The community described in these covenants is a housing facility or community operating under the exemption requirements of the Fair Housing Act (42 U.S.C. § 3607, as amended) as housing for older persons. At least 80 percent (unless a more restrictive provision is provided for in the general applicable covenants) of the occupied units are occupied by at least one person 55 years of age or

older; and the housing facility or community complies with 24 C.F.R. 100.305, 100.306, and 100.307, as amended;

15.2 No person under the age of eighteen (18) shall be allowed to permanently occupy any residential unit in the SUBJECT PROPERTY. Occupancy by said individuals in any residential unit(s) for more than sixty (60) days shall constitute "permanent" occupancy.

15.3 The COMMUNITY ASSOCIATION shall be responsible for enforcing the foregoing restrictions, and shall be jointly and severally liable along with the owner(s) of violating unit(s) to Pasco County and the District School Board of Pasco County for payment(s) of any school impact fees, transportation impact fees, or transportation mitigation waived or reduced if such restrictions have been violated. Such payment(s) shall be calculated in accordance with the school impact fee, transportation impact fee, or transportation mitigation rates or rules in effect at the time the violation(s) are discovered.

15.4 The foregoing restrictions are for the benefit of Pasco County and the District School Board of Pasco County, who shall have the right to enforce violations of the foregoing restrictions by assessment of school impact fees, transportation impact fees, or transportation mitigation, by any means legally available to the COMMUNITY ASSOCIATION, or by any other legal remedy, including injunctive relief. Pasco County and the District School Board of Pasco County shall be entitled to recover any attorney's fees expended to enforce violations of the foregoing restrictions or to collect school impact fees, transportation impact fees, or transportation mitigation waived or reduced in violation of the foregoing restrictions.

15.5 The foregoing restrictions shall survive any expiration of other applicable deed restrictions and shall not be removed or amended without the consent and written agreement of both Pasco County and the District School Board of Pasco County.

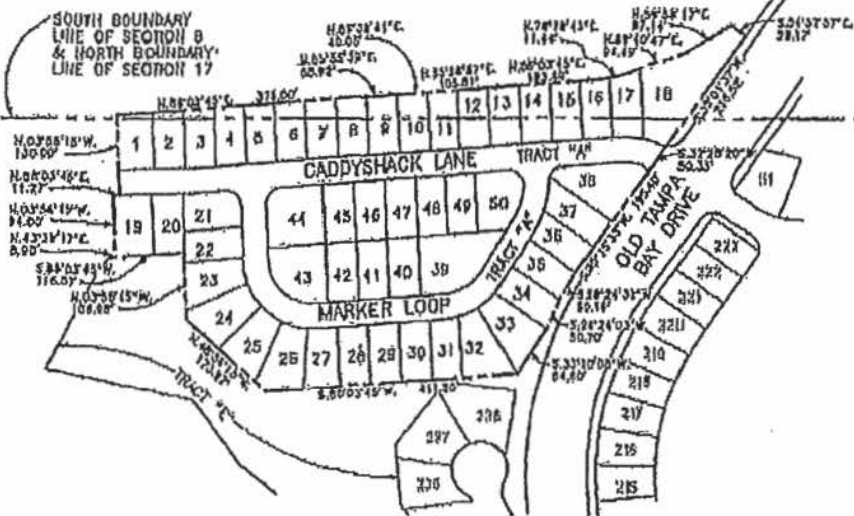
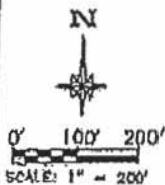


EXHIBIT "A" TO MASTER DECLARATION

SECTION 8 & 17, TOWNSHIP 25 S TH, RANGE 20 EAST

DESCRIPTION:

Lots 1 thru 50, consecutively and that portion of Tract "A" lying adjacent to sold lots of the plat of Tampa Bay Golf and Tennis Club - Phase IIIA as recorded in Plat book 38 Pages 1 thru 6 of the Public Records of Pasco County, Florida, Containing 7.037 acres, more or less.



EAGLES NEST

ND TENNIS CLUB - PHASE IIIA  
DESCRIPTION #1

**ILLOVERAS, BAUR & STEVENS**  
 ENGINEERS - SURVEYORS - PLANNERS  
 13220 U.S. HIGHWAY 19 N.  
 CLEARWATER, FLORIDA 33701  
 Phone: (727) 284-3885 Fax: (727) 284-8183

DATE	GRAND BY. REC.	JOB No.
APPROVED BY	CHECKED BY P.O.	28127
DATE	APPROVED BY	
SCALE	DATE MAY 18, 2000	
	SCALE 1" = 200'	

CONSOLIDATED MASTER DECLARATION-49

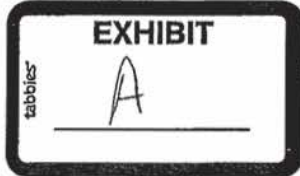
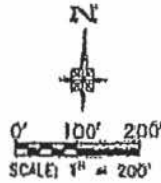
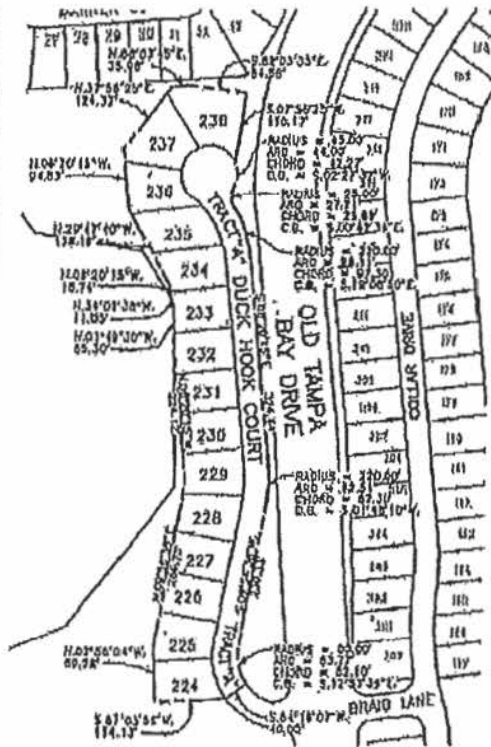


EXHIBIT "A" TO MASTER DECLARATION

(cont.)

SECTION 17, TOWNSHIP 25 SOUTH, RANGE 20 EAST



DESCRIPTION:

Lots 224 thru 238, consecutively and that portion of Tract "A" lying adjacent to said lots of the plot of Tampa Bay Golf and Tennis Club - Phase III as recorded in Plat Book 30, Pages 1 thru 6 of the Public Records of Pasco County, Florida. Containing 3,230 acres, more or less.

**TAMPA BAY GOLF AND TENNIS CLUB - PHASE III**  
**DESCRIPTION #2.**

APPROVED BY:

S. SANDI LLOVERAS  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 13 1742  
 THIS IS NOT A BOUNDARY SURVEY.

**LLOVERAS, BAUR & STEVENS**

ENGINEERS - SURVEYORS - PLANNERS  
 20228 U.S. HIGHWAY 19 N.  
 CLEARWATER, FLORIDA 33704  
 Phone (727) 784-3885 Fax (727) 784-8153

REVISIONS	DESIGN BY: ARD	JOB NO.
	CHECKED BY: RDJ	28127
	APPROVED BY: [Signature]	
	DATE: MAY 18, 2000	
SCALE: 1" = 200'		



EXHIBIT "A" TO MASTER DECLARATION

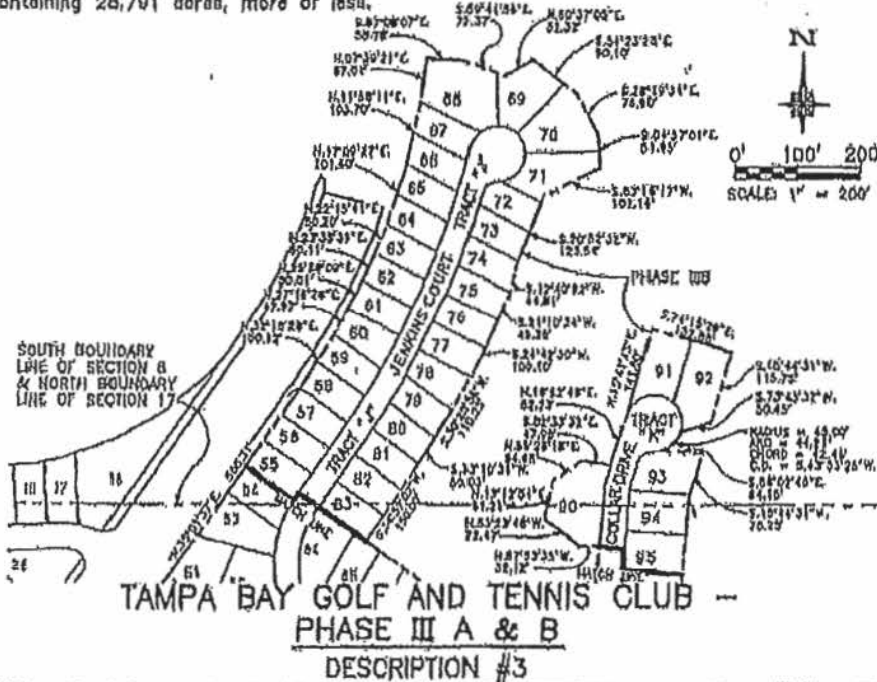
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SECTION 3 & 17, TOWNSHIP 25 S, R. 20 EAST  
DESCRIPTION #3:

Lots 53 thru 83, consecutively, Lots 90 thru 117 consecutively, Lots 140 thru 157 consecutively, Tract "J" and Tract "K" of the Plat of Tampa Bay Golf and Tennis Club - Phase III recorded in Plat Book 3B, Pages 30 thru 33 of the Public Records of Pasco County, Florida

AND

Lots 51, 52, Lots 84 thru 89 consecutively, Lots 118 thru 139 consecutively, Lots 158 thru 223 consecutively, and Tract "A" lying East of Old Tampa Bay Drive less Abrid Land of the Plat of Tampa Bay Golf and Tennis Club - Phase IIIA as recorded in Plat Book 3B, Pages 1 thru 6 of the Public Records of Pasco County, Florida. Containing 28,791 acres, more or less.




APPROVED BY:	<b>LLOVERAS, BAUR &amp; STEVENS</b> CHARTERS - SURVEYORS - PLANNERS FLB 600260 3922 U.S. HIGHWAY 19 N. CLEARWATER, FLORIDA 34701 Phone (727) 781-3988 Fax (727) 781-8163	
 S. SANDY LLOVERAS FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 85 1782 THIS IS NOT A BOUNDARY SURVEY.	DRAWN BY: R.R.G.	JOB NO.
	CHECKED BY: R.G.	28127
	APPROVED BY: [Signature]	
	DATE: MAY 18, 2000	SCALE: 1" = 200'

EXHIBIT "A" TO MASTER DECLARATION

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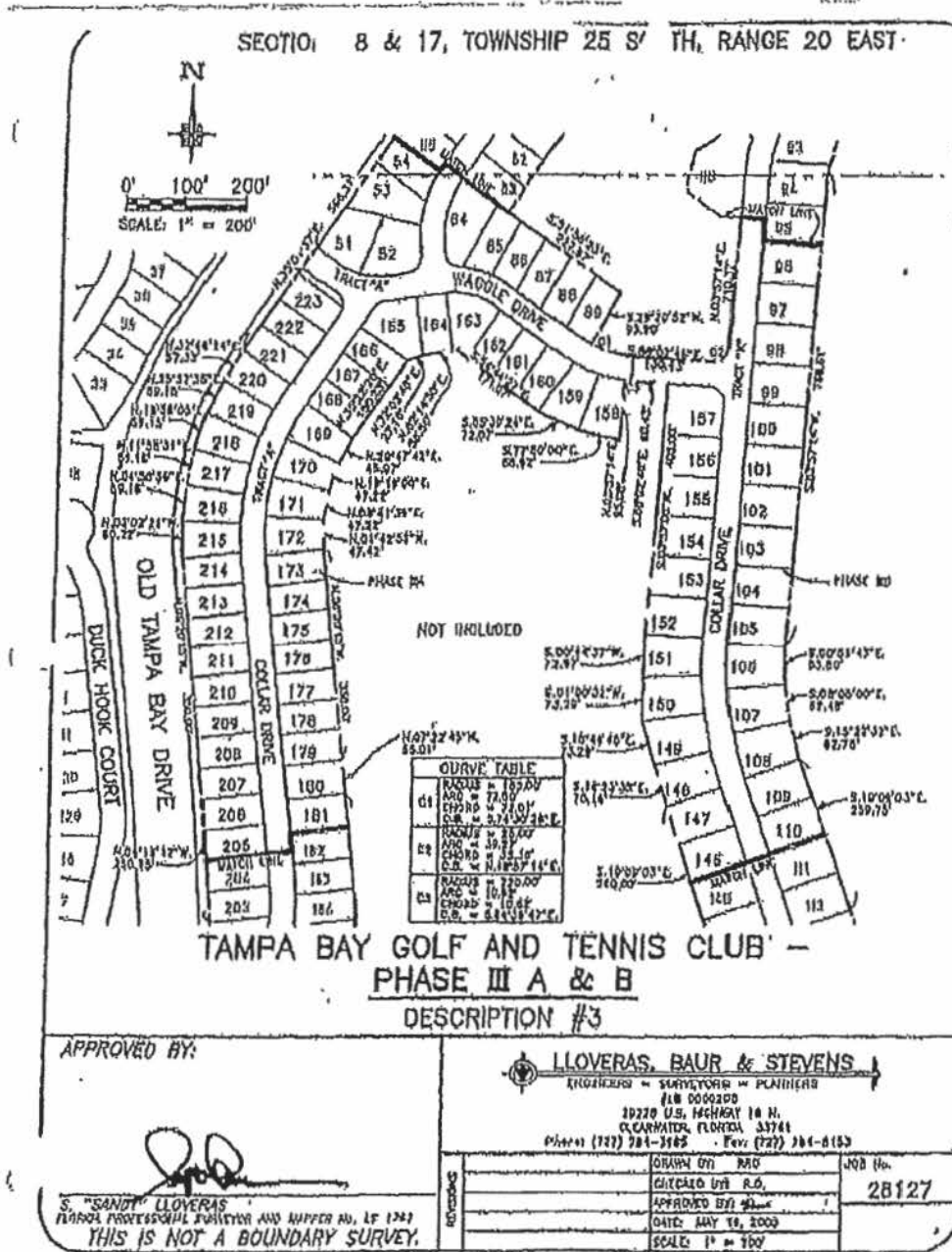




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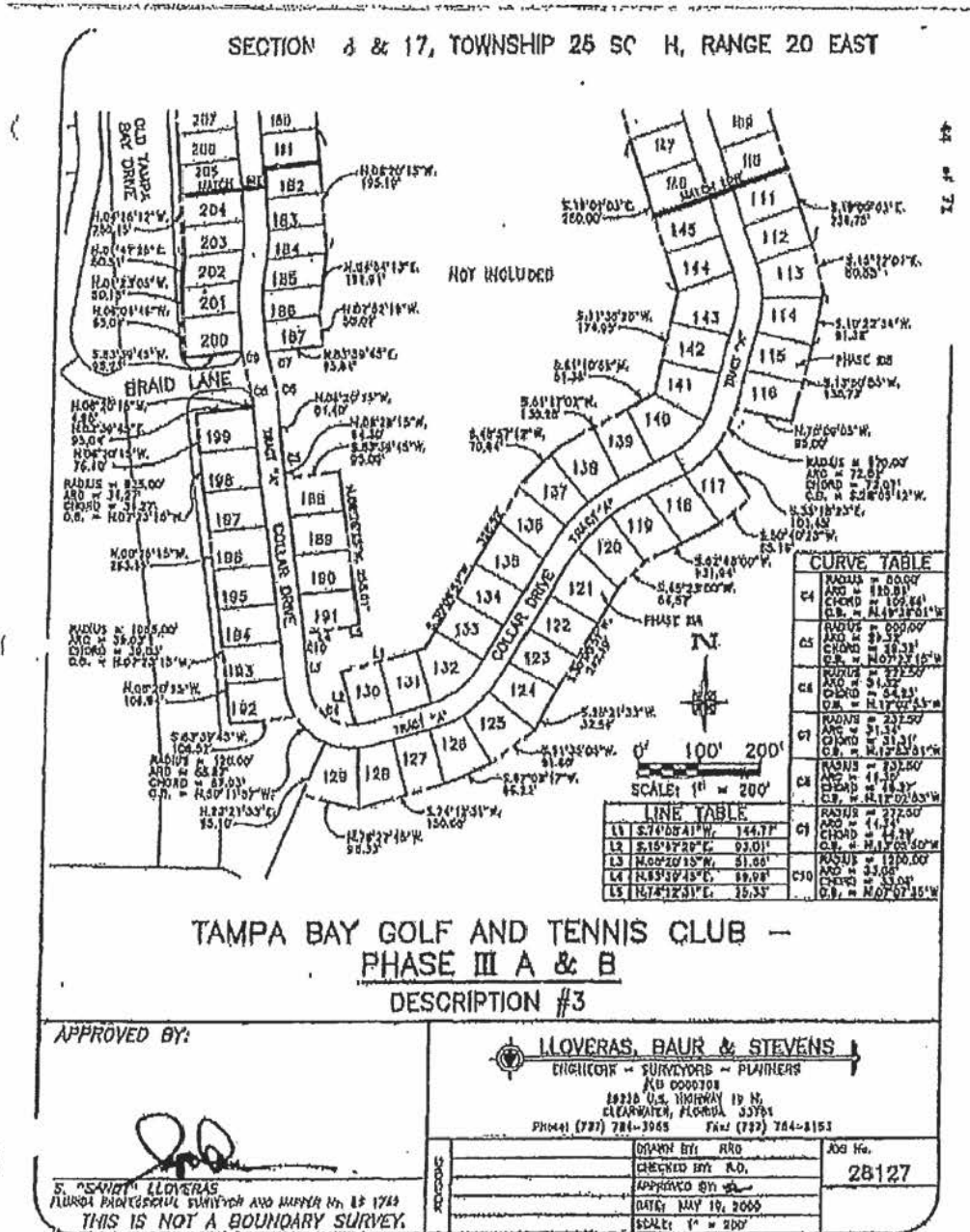


EXHIBIT "B" TO MASTER DECLARATION

PARCEL 1 COMPOSITE DESCRIPTION  
(AS TAKEN IN PART FROM DEEDS)

A Parcel of Section 8, 17, 18, 19 and 20, Township 29 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southeast corner of Lot 5, Cascade Subdivision as recorded in Plat Book 2, Page 19, Public Records of Pasco County, Florida, thence along the east line of said Lot 5, N.02°12'00"E., 72.95 feet to a Point of Beginning thence continue N.02°12'00"E., 19.99 feet to the southerly right-of-way line of State Road No. 52, also known as County Road No. 52, thence along said line N.84°28'14"E., 97.30 feet to the northeast corner of Colonial Village Easement, also known as Royal Darnock Boulevard, thence along the east line thereof, S.05°33'46"E., 402.42 feet, thence N.84°28'14"E., 427.82 feet, thence S.24°18'51"E., 433.50 feet, thence S.89°53'00"E., 325.00 feet to the westerly right-of-way line of Interstate No. 78, thence along said line S.03°57'14"W., 3220.38 feet to the beginning of a curve concave easterly with an angle of 08°22'22", radius of 11609.16 feet, chord bearing S.08°13'57"E., 1884.07 feet, thence along the arc of said curve 1695.48 feet, thence continue along said right-of-way, S.04°25'08"E., 2949.30 feet to the beginning of a curve concave westerly with an angle of 13°45'13.7", radius of 11309.16 feet, chord bearing S.02°27'58"W., 2711.45 feet, thence along the arc of said curve, 2718.00 feet, to the south line of the N-1/2 of the NW 1/4 of the SE 1/4 of said Section 20, thence along said line and leaving said right-of-way line S.80°58'04"W., 1024.03 feet to the east line of the E-1/2 of said Section 20, thence along said line N.00°22'02"W., 2657.79 feet to the south line of the N-1/4 of the NW 1/4 of said Section 20, thence along said line N.89°59'59"W., 2074.33 feet to the west line of said Section 20 and the east line of said Section 19, thence along the south line of the N-1/4 of the NE 1/4 of said Section 19, N.80°42'08"W., 116.32 feet to the easterly right-of-way line of Pungo Road (60 feet maintained right-of-way) thence along said right-of-way line N.08°38'00"W., 497.71 feet to the beginning of a curve concave easterly with an angle of 11°18'00", radius of 2039.78 feet, chord bearing N.03°00'00"W., 567.52 feet, thence along the arc of said curve, 850.42 feet, thence continue along said right-of-way line N.02°36'00"E., 1611.30 feet, thence N.03°12'00"E., 1911.00 feet, thence N.02°22'00"E., 1808.10 feet to the north line of said Section 17 and the south line of said Section 8, thence continue along said right-of-way line N.01°48'00"E., 995.27 feet to the north line of the S 3/4 of the SW 1/4 of said Section 8, thence along said line S.89°52'38"E., 1395.00 feet to the west line of the E 1/2 of the SW 1/4 of said Section 8, thence along said line N.02°09'31"E., 1632.86 feet to the southerly right-of-way line of State Road No. 52, also known as County Road No. 52, thence along said line along a curve concave northerly with an angle of 03°59'34", radius of 5779.58 feet, chord bearing N.86°49'41"E., 481.00 feet, thence along the arc of said curve, 401.08 feet, thence leaving said right-of-way line S.02°09'31"W., 820.52 feet, thence S.89°53'00"E., 830.08 feet to the westerly right-of-way of Colonial Village Easement, also known as Royal Darnock Boulevard, thence along said line along a curve concave easterly with an angle of 00°14'32", radius of 796.00 feet, chord bearing N.03°49'58"E., 3.33 feet, thence along the arc of said curve 3.35 feet, thence continue along said right-of-way line N.03°57'14"E., 338.69 feet to the beginning of a curve, concave southeasterly with an angle of 28°44'00", radius of 300.00 feet, chord bearing N.18°49'14"E., 103.04 feet, thence along the arc of said curve 165.00 feet, thence continue along said right-of-way, N.33°41'14"E., 79.54 feet to the beginning of a curve concave northwesterly with an angle of 30°19'00", radius of 200.00 feet, chord bearing N.14°03'44"E., 134.35 feet, thence along the arc of said curve 137.01 feet, thence continue along said right-of-way line N.05°33'48"W., 210.18 feet to the Point of Beginning.

Less and except that property described in TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Pages 135 through 140 of the Public Records of Pasco County, Florida.

Less and except that property described in TAMPA BAY GOLF AND TENNIS CLUB - PHASE II as recorded in Plat Book 34, Pages 81 through 86 of the Public Records of Pasco County, Florida.

Less and except that property described in TAMPA BAY GOLF AND TENNIS CLUB - PHASE III - UNIT 1 as recorded in Plat Book 32, Pages 106 through 109 of the Public Records of Pasco County, Florida.

Less and except that property described in TAMPA BAY GOLF AND TENNIS CLUB - PHASE IIIA - UNIT 2 as recorded in Plat Book 32, Pages 126 through 132 of the Public Records of Pasco County, Florida.

EXHIBIT "B"

OR BK 4431 PG 118  
45 of 71



EXHIBIT "B" TO MASTER DECLARATION

(cont.)

48  
of  
116

Leas and except that properly described as follows:

A portion of Sections 17, 18, 19 and 20, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the southeast corner of the N-1/2 of the NE 1/4 of the NE 1/4 of Section 18, Township 25 South, Range 20 East, thence along the South line of said N-1/2 of NE 1/4 of NE 1/4, N.68°42'08"W, 110.33 feet to the easterly right-of-way line of Pasco Road, as now located, (50 feet wide), thence along said line N.08°38'00"W, 191.13 feet to a POINT OF BEGINNING; thence leaving said right-of-way line N.45°52'20"E, 44.59 feet, thence N.34°44'18"E, 40.71 feet, thence N.40°53'25"E, 72.60 feet, thence N.32°09'15"E, 09.72 feet, thence N.55°02'25"W, 63.74 feet, thence N.24°37'22"E, 66.40 feet, thence N.01°25'12"E, 62.83 feet, thence N.42°54'47"W, 68.60 feet, thence N.28°03'40"W, 142.37 feet, thence N.24°37'37"W, 140.05 feet, thence N.09°22'42"W, 159.57 feet, thence N.09°26'08"W, 114.80 feet, thence N.03°02'22"E, 120.11 feet, thence N.57°22'00"W, 82.68 feet to the easterly right-of-way line of said Pasco Road, thence along said line S.02°38'00"W, 214.13 feet to the beginning of a curve to the left with an angle of 111°00', radius of 2859.79 feet, chord bearing S.03°00'00"E, 587.82 feet, thence along the arc of said curve 656.42 feet, thence continue along said right-of-way line S.08°38'00"E, 308.58 feet to the POINT OF BEGINNING.

Also leas and except:

A portion of Section 8, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the northwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III as recorded in Plat Book 31, Pages 81 through 88 of the Public Records of Pasco County, Florida; thence S.89°52'36"E, along the north boundary line of the South 3/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 8, 1305.03 feet to the west boundary line of the East 1/2 of the Southwest 1/4 of said Section 8; thence N.02°09'31"E, along said west boundary line, 835.38 feet to a POINT OF BEGINNING; thence, continuing along said west boundary line, N.02°09'31"E, 787.50 feet to the south right-of-way line of State Road No. 52; thence, along the south right-of-way line of State Road No. 52, along a curve to the left having a radius 5779.58 feet, an arc length of 401.08 feet, a chord length of 401.08 feet and a chord bearing of N.86°49'11"E; thence S.02°09'31"W, 620.52 feet to the north boundary line of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Pages 136 through 140 of the Public Records of Pasco County, Florida; thence, along said north boundary line, N.08°53'00"W, 399.62 feet to the POINT OF BEGINNING.

The above PARCEL 1 COMPOSITE DESCRIPTION is also described as PARCEL 1 as follows:

EXHIBIT "B" TO MASTER DECLARATION

(cont.)

PARCEL 1:

A portion of Sections 8, 9, 18, 19 and 20, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the southeast corner of Lot S, Coquina Subdivision as recorded in Plat Book 2, Page 18, Public Records of Pasco County, Florida; thence along the east lot line of said Lot S, N.02°12'00"E., 92.94 feet to the southerly right-of-way line of State Road No. 52, also known as County Road No. 52, thence along said line N.84°26'14"E., 87.30 feet to the northeast corner of Old Tampa Bay Drive, as recorded in the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I in Plat Book 31, Pages 135 through 140 of the Public Records of Pasco County, Florida; thence along the easterly line of said Old Tampa Bay Drive, S.05°33'46"E., 230.00 feet for a POINT OF BEGINNING; thence continue S.05°33'46"E., 232.42 feet; thence N.84°26'14"E., 427.02 feet; thence S.24°18'51"E., 433.58 feet; thence S.89°53'00"E., 323.00 feet to the westerly right-of-way line of Interstate No. 75, thence along said line S.03°57'14"W., 3226.38 feet; thence along a curve to the left having a radius of 11809.18 feet, an arc length of 1896.40 feet, a chord length of 1894.97 feet and a chord bearing of S.00°13'52"E.; thence, continue along said right-of-way line, S.04°25'08"E., 2949.30 feet; thence along a curve to the right having a radius of 11300.18 feet, an arc length of 2718.00 feet, a chord length of 2711.45 feet and a chord bearing of S.02°27'58"W., to the south line of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 20; thence along said line and leaving said right-of-way line S.08°50'04"W., 1024.03 feet to the west line of the East 1/2 of said Section 20; thence along said line N.00°22'52"W., 2657.79 feet to the south line of the North 1/4 of the Northwest 1/4 of said Section 20; thence along said line N.89°59'59"W., 2874.33 feet to the west line of said Section 20 and the east line of said Section 19; thence along the south line of the North 1/4 of the Northwest 1/4 of said Section 19, N.88°42'08"W., 118.33 feet to the easterly right-of-way line of Pasco Road (50 feet maintained right-of-way); thence along said right-of-way line N.08°38'00"W., 191.13 feet; thence, leaving said right-of-way line, N.45°52'20"E., 44.69 feet; thence N.34°44'18"E., 40.71 feet; thence N.40°53'25"E., 72.60 feet; thence N.32°09'15"E., 89.72 feet; thence N.65°02'25"E., 83.74 feet; thence N.24°37'22"E., 60.40 feet; thence N.01°29'12"E., 57.83 feet; thence N.42°54'47"W., 88.50 feet; thence N.20°03'40"W., 142.37 feet; thence N.24°37'37"W., 148.08 feet; thence N.09°22'42"W., 159.57 feet; thence N.09°28'58"W., 114.80 feet; thence N.03°02'22"E., 128.11 feet; thence N.87°22'00"W., 92.68 feet to the east right-of-way line of the aforesaid Pasco Road; thence, along said right-of-way line, N.02°30'00"E., 1287.19 feet; thence N.03°12'00"E., 1356.66 feet to the southwest corner of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II - UNIT 2 as recorded in Plat Book 32, Pages 126 through 132 of the Public Records of Pasco County, Florida; thence along the boundary line of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - II - UNIT 2 the following courses and distances: S.42°00'25"E., 554.88 feet; S.04°19'34"E., 554.88 feet; N.20°57'34"E., 598.33 feet; N.24°45'27"W., 200.10 feet; N.03°20'52"E., 40.02 feet; along a curve to the left having a radius of 702.93 feet, an arc length of 100.77 feet, a chord length of 100.70 feet and a chord bearing of N.60°05'29"E.; along a curve to the left having a radius of 315.00 feet, an arc length of 84.43 feet, a chord length of 84.32 feet and a chord bearing of N.50°32'41"E.; N.44°41'07"E., 172.46 feet; along a curve to the left having a radius of 313.00 feet, an arc length of 182.43 feet, a chord length of 160.64 feet and a chord bearing of N.28°54'47"E.; along a curve to the left having a radius of 997.00 feet, an arc length of 860.84 feet, a chord length of 593.47 feet and a chord bearing of N.00°58'30"W.; along a curve to the right having a radius of 588.00 feet, an arc length of 322.36 feet, a chord length of 318.34 feet and a chord bearing of N.01°23'04"W.; along a curve to the right having a radius of 110.00 feet, an arc length of 25.34 feet, a chord length of 25.28 feet and a chord bearing of N.20°55'05"E.; N.27°30'56"E., 817.73 feet; N.43°38'17"E., 31.23 feet; N.03°56'15"W., 94.00 feet; N.86°03'45"E., 11.27 feet; N.03°56'15"W., 130.00 feet to a point on the south boundary line of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II - UNIT 1 as recorded in Plat Book 32, Pages 106 through 109 of the Public Records of Pasco County, Florida; thence along the south boundary line of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II - UNIT 1 the following courses and distances: N.06°03'45"E., 375.00 feet; N.05°55'39"E., 88.92 feet; N.00°39'41"E., 40.03 feet; N.05°56'57"E., 105.81 feet; N.06°03'46"E., 183.69 feet; N.76°18'43"E., 41.44 feet; N.09°40'47"E., 94.49 feet; N.09°50'17"E., 87.14 feet; N.50°23'57"E., 87.08 feet; N.41°58'46"E., 28.14 feet; along a curve to the left having a radius of 260.00 feet, an arc



## EXHIBIT "B" TO MASTER DECLARATION

(cont.)

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length of 27.07 feet, a chord length of 27.85 feet and a chord bearing of N.38°48'32"E.; along a curve to the left having a radius of 1004.10 feet, an arc length of 315.73 feet, a chord length of 314.43 feet and a chord bearing of N.28°37'49"E.; along a curve to the right having a radius of 25.00 feet, an arc length of 29.27 feet, a chord length of 27.63 feet and a chord bearing of S.14°36'14"E.; S.74°38'38"E., 100.17 feet thence along the easterly boundary of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE BA - UNIT I and the easterly boundary of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Pages 135 through 140 of the Public Records of Pasco County, Florida, along a curve to the left having a radius of 1118.10 feet, an arc length of 759.97 feet, a chord length of 745.45 feet and a chord bearing of N.00°50'02"W.; thence continuing along the easterly boundary line of the aforesaid Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I the following courses and distances: N.20°17'17"W., 340.00 feet; along a curve to the right having a radius of 696.00 feet, an arc length of 294.08 feet, a chord length of 291.87 feet and a chord bearing of N.08°10'02"W.; N.03°57'14"E., 338.68 feet; along a curve to the right having a radius of 200.00 feet, an arc length of 103.78 feet, a chord length of 102.83 feet and a chord bearing of N.10°48'14"E.; N.33°41'14"E., 79.84 feet; along a curve to the left having a radius of 300.00 feet, an arc length of 203.82 feet, a chord length of 201.62 feet and a chord bearing of N.14°08'44"E. to the POINT OF BEGINNING.

AND

## PARCEL 21

A portion of Section 8, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

## EXHIBIT "B" TO MASTER DECLARATION

(cont.)

Commences at the southeast corner of Lot 5, Osques Subdivision, as recorded in Plat Book 2, Page 19, of the Public Records of Pasco County, Florida; thence along east lot line of said Lot 5, N.02°12'00"E., 72.95 feet to a point on the westerly right-of-way line of Old Tampa Bay Drive, as recorded in the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I in Plat Book 31, Pages 135 through 140 of the Public Records of Pasco County, Florida; thence, along the westerly right-of-way line of Old Tampa Bay Drive, S.05°33'46"E., 135.59 feet to a POINT OF BEGINNING; thence continue S.05°33'46"E., 73.60 feet; thence along a curve to the right with a radius of 200.00 feet, an arc length of 137.01 feet, a chord length of 134.35 feet and a chord bearing of S.14°03'44"W.; thence S.33°41'14"W., 79.54 feet; thence along a curve to the left with a radius of 300.00 feet, an arc length of 88.07 feet, a chord length of 67.93 feet and a chord bearing of S.27°11'18"W.; thence, leaving said westerly right-of-way line, N.02°04'56"E., 264.64 feet; thence N.64°10'36"E., 112.29 feet to the POINT OF BEGINNING.

AND

## PARCEL 3:

A portion of Section 8, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commences at the southeast corner of Lot 5, Osques Subdivision, as recorded in Plat Book 2, Page 19, of the Public Records of Pasco County, Florida; thence along east lot line of said Lot 5, N.02°12'00"E., 72.95 feet to a point on the westerly right-of-way line of Old Tampa Bay Drive, as recorded in the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Pages 135 through 140 of the Public Records of Pasco County, Florida; thence, along the westerly right-of-way line of Old Tampa Bay Drive, the following courses and distances: S.05°33'46"E., 210.18 feet; along a curve to the right with a radius of 200.00 feet, an arc length of 137.01 feet, a chord length of 134.35 feet, and a chord bearing of S.14°03'44"W.; S.33°41'14"W., 79.54 feet; along a curve to the left with a radius of 300.00 feet, an arc length of 88.07 feet, a chord length of 67.93 feet and a chord bearing of S.27°11'18"W., for a POINT OF BEGINNING; thence continuing along a curve to the left with a radius of 300.00 feet, an arc length of 87.61 feet, a chord length of 87.30 feet, and a chord bearing of S.12°10'00"W.; thence S.03°57'14"W., 242.04 feet; thence, leaving the aforementioned westerly right-of-way line of Old Tampa Bay Drive, N.88°02'46"W., 52.00 feet; thence N.41°02'52"W., 39.60 feet; thence N.86°02'48"W., 66.00 feet; thence N.03°57'14"E., 300.41 feet; thence S.88°02'46"E., 158.70 feet to the POINT OF BEGINNING.

AND

## PARCEL 4:

A portion of Section 8, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commences at the northwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II as recorded in Plat Book 31, Pages 81 through 88 of the Public Records of Pasco County, Florida; thence S.88°52'36"E., along the north boundary line of the South 3/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 8, 1305.03 feet to the west boundary line of the East 1/2 of the Southwest 1/4 of said Section 8; thence N.02°09'31"E., along said west boundary line, 835.38 feet to a POINT OF BEGINNING; thence, continuing along said west boundary line, N.02°09'31"E., 797.50 feet to the south right-of-way line of State Road No. 52; thence, along the south right-of-way line of State Road No. 52, along a curve to the left having a radius 5779.58 feet, an arc length of 401.08 feet, a chord length of 401.00 feet and a chord bearing of N.86°49'41"E.; thence S.02°09'31"W., 820.52 feet to the north boundary line of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Pages 135 through 140 of the Public Records of Pasco County, Florida; thence, along said north boundary line, N.89°53'00"W., 399.52 feet to the POINT OF BEGINNING.



SCHEDULE "A"  
LEGAL DESCRIPTION

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
RECORDED IN O.R. BOOK 5183, PAGE 1791, 12/27/02

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SCHEDULE "A"

LEGAL DESCRIPTION

A portion of Sections 8 and 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Lots 1 through 60, consecutively, and that portion of Tract "A" lying adjacent to said lots of the Plat of Tampa Bay Golf and Tennis Club -- Phase IIIA, as recorded in Plat Book 38, Pages 1 through 6, of the Public Records of Pasco County, Florida.

Containing 7.937 acres, more or less.

TOGETHER WITH:

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Lots 224 through 239, consecutively, and that portion of Tract "A" lying adjacent to said lots of the Plat of Tampa Bay Golf and Tennis Club -- Phase IIIA, as recorded in Plat Book 38, Pages 1 through 6, of the Public Records of Pasco County, Florida.

Containing 3.230 acres more or less.

TOGETHER WITH:

A portion of Sections 8 and 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Lots 63 through 83, consecutively, Lots 89 through 117, consecutively, Lots 140 through 157, consecutively, Tract "J" and Tract "K" of the Plat of Tampa Bay Golf and Tennis Club - Phase IIIB, as recorded in Plat Book 38, Pages 30 through 33, of the Public Records of Pasco County, Florida.

AND

Lot 51, Lot 52, Lots 84 through 89, consecutively, Lots 118 through 139, consecutively, Lots 159 through 223, consecutively, and Tract "A" lying East of Old Tampa Bay Drive less Block Lane of the Plat of Tampa Bay Golf and Tennis Club -- Phase IIIA, as recorded in Plat Book 38, Pages 1 through 6, of the Public Records of Pasco County, Florida.

Containing 29.791 acres more or less.

SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
RECORDED IN O.R. BOOK 5183, PAGE 1791, 12/27/02

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SCHEDULE "B"

GOLF AND RECREATION IMPROVEMENTS

LEGAL DESCRIPTION

HOLE 1 & HOLE 2:

A portion of land lying in Sections 8 and 17, Township 26 South, Range 20 East, Pasco County, Florida, being described as follows:

Begin at the southwest corner of Lot 117 TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B according to the plat thereof recorded in Plat Book 39, Page 30 of the Public Records of Pasco County, Florida and run N.60°40'23"E., along the southerly boundary line of said Lot 117, 65.16 feet to the southeast corner of said Lot 117; thence N.35°16'23"W., along the northeasterly boundary line of said Lot 117 and the southwesterly boundary line of Tract "L" of the aforementioned Plat of TAMPA GOLF AND TENNIS CLUB - PHASE III B, 101.45 feet to the easterly right-of-way line of Collar Drive; thence, along the easterly right-of-way line of Collar Drive, along a curve to the left having a radius of 170.00 feet, an arc length of 72.82 feet, a chord length of 72.07 feet and a chord bearing of N.28°05'12"E., to the southwest corner of Lot 116, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B; thence, leaving the said easterly right-of-way line of Collar Drive, S.70°09'05"E., along the southerly boundary line of said Lot 116 and the northerly boundary line of said Tract "L", 95.00 feet to the southeast corner of said Lot 116; thence, along the westerly boundary line of said Tract "L" the following (13) courses, (1) thence N.13°59'55"E., 130.73 feet; (2) thence N.10°22'34"E., 81.50 feet; (3) thence N.15°22'07"W., 80.65 feet; (4) thence N.10°09'03"W., 259.75 feet; (5) thence N.16°22'32"W., 82.70 feet; (6) thence N.08°06'00"W., 82.46 feet; (7) thence N.00°01'43"W., 83.80 feet; (8) thence N.03°67'14"E., 768.01 feet; (9) thence N.15°44'31"E., 78.25 feet to the northeast corner of Lot 93 of the said TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B; (10) thence N.88°02'40"W., 84.15 feet to the east right-of-way of Collar Drive; (11) thence, along a curve to the left having a radius of 45.00 feet, an arc length of 44.21 feet, a chord length of 42.48 feet and a chord bearing of N.43°53'25"E.; (12) thence, leaving said east right-of-way line, N.73°43'32"E., 50.49 feet; (13) thence N.16°44'31"E., 115.75 feet to the northeast corner of Lot 02, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B; thence N.74°15'28"W., along the southerly boundary line of said Tract "L", and its extension, 159.21 feet; thence N.15°44'27"E., 138.73 feet; thence N.78°37'30"E., 103.80 feet; thence S.14°36'34"E., 201.46 feet; thence S.82°47'47"E., 199.52 feet to the west right-of-way line of Interstate No. 75; thence S.03°57'14"W., along said west right-of-way line and the east boundary line of said Tract "L", 1407.84 feet; thence, continuing along said west right-of-way line along a curve to the left having a radius of 11009.16 feet, an arc length of 728.89 feet, a chord length of 728.68 feet and a chord bearing of S.02°09'20"W.; thence, leaving said west right-of-way line, N.80°38'32"W., 27.04 feet; thence along a curve to the left having a radius of 45.00 feet, an arc length of 114.72 feet, a chord length of 88.08 feet and a chord bearing of N.72°40'55"W.; thence S.34°17'41"W., 13.03 feet; thence N.05°42'10"W., 85.02 feet; thence S.34°17'41"W., 260.10 feet; thence S.34°20'34"W., 60.00 feet; thence S.38°36'30"W., 47.82 feet; thence S.48°52'48"W., 47.77 feet; thence S.54°13'09"W., 55.41 feet; thence S.83°02'43"W., 47.08 feet; thence S.71°43'59"W., 47.88 feet; thence S.70°35'15"W., 47.08 feet; thence S.87°26'30"W., 47.88 feet; thence N.87°00'34"W., 48.10 feet; thence N.82°04'27"W., 300.00 feet; thence N.22°26'48"W., 36.44 feet to the southeast corner of Tract "L"; TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A, according to the plat thereof as recorded in Plat Book 39, Page 1 of the Public Records of Pasco County, Florida; thence along the southerly boundary line of the said plat



SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION

(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A, the following (8) courses; (1) thence N.23°18'50"E., 188.88 feet; (2) thence S.78°27'45"E., 98.33 feet; (3) thence N.74°12'31"E., 160.08 feet; (4) thence N.67°08'17"E., 88.22 feet; (5) thence N.51°35'05"E., 81.80 feet; (6) thence N.28°21'33"E., 32.84 feet; (7) thence N.30°08'51"E., 242.10 feet; (8) thence N.45°23'00"E., 84.67 feet; (9) thence N.82°48'00"E., 131.04 feet to the Point of Beginning.

Containing 10.768 acres more or less.

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**HOLE 3:**

A portion of Tract "L", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B, as recorded in Plat Book 36 Page 30 of the Public Records of Pasco County, Florida, being described as follows:

Begin at the Northwest corner of said Tract "L" and run along the north boundary lines of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B the following (3) courses and distances, (1) thence S.70°53'50"E., 391.00 feet; (2) thence S.71°27'38"E., 162.31 feet; (3) thence S.60°33'05"E., 423.27 feet to the westerly right-of-way line of Interstate No. 76; thence S.03°57'14"W., along the westerly right-of-way line, 115.28 feet; thence, leaving the westerly right-of-way line of Interstate No. 76, N.88°45'20"W., 176.84 feet, thence N.73°59'10"W., 187.82 feet; thence N.02°51'53"E., 85.11 feet; thence N.67°58'50"W., 464.44 feet to the easterly right-of-way line of Old Tampa Bay Drive; thence, along the said easterly right-of-way line, along a curve to the left having radius of 1110.10 feet, an arc length of 178.82 feet, a chord length of 176.44 feet and a chord bearing of N.16°47'32"W., to the Point of Beginning.

Containing 4.341 acres more or less.

**HOLE 4:**

A portion of Tract "C" of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I B as recorded in Plat Book 34, page 81 of the Public Records of Pasco County, Florida being described as follows:

Begin at the northeast corner of said Tract "C", also being the southeast corner of Lot 1, TAMPA BAY GOLF AND TENNIS CLUB - PHASE I B as recorded in Plat Book 31, Page 136 of the Public Records of Pasco County, Florida and run S.08°23'00"E., 110.00 feet along the east boundary line of said Tract "C"; thence N.81°37'00"E., along the north boundary line of said Tract "C", 65.00 feet; thence S.08°23'00"E., along the east boundary line of Tract "C", 65.00 feet; thence N.71°49'05"W., 47.81 feet; thence N.48°20'48"W., 82.23 feet; thence S.63°51'25"W., 53.09 feet; thence S.65°45'38"W., 172.70 feet; thence S.61°08'27"W., 84.78 feet; thence N.63°51'20"W., 59.90 feet; thence N.29°46'49"W., 72.22 feet; thence N.40°58'31"E., 43.65 feet to the north boundary line of said Tract "C"; thence, along the north boundary line of said Tract "C" the following (4) courses and distances, (1) along a curve to the left having a radius of 585.00 feet, an arc length of 135.00 feet, a chord length of 134.71 feet and a chord bearing of N.76°39'31"E.; (2) thence N.88°00'31"E., 209.47 feet; (3) thence along a curve to the right having a radius of 255.00 feet, an arc length of 65.48 feet, a chord length of 66.34 feet and a chord bearing of N.78°23'15"E.; (4) thence N.81°37'00"E., 1.29 feet to the Point of Beginning.

Containing 1.143 acres more or less.

SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION

(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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**HOLE B:**

A portion of Tract "C", TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B as recorded in Plat Book 34, Page 61 of the Public Records of Pasco County, Florida being described as follows:

Begin at the southwest corner of Lot 347 of the aforementioned Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B and run S.88°12'00"E., along the south lot line of said Lot 347, 80.22 feet; thence S.89°52'36"E., along the south lot lines of Lots 348, 349 and 350 of said Plat, 225.00 feet to the southeast corner of Lot 350; thence N.00°07'24"E., along the east lot line of said Lot 350, 20.00 feet to the northwest corner of Lot 31, TAMPA BAY GOLF AND TENNIS CLUB - PHASE I, as recorded in Plat Book 31, Page 135 of the Public Records of Pasco County, Florida; thence, along the south boundary line of the aforementioned Plat of TAMPA BAY GOLF & TENNIS CLUB - PHASE I the following (6) courses and distances, (1) S.89°52'36"E., 383.87 feet; (2) thence along a curve to the left having a radius of 376.00 feet, an arc length of 369.58 feet, a chord length of 384.79 feet and a chord bearing of N.61°53'28"E.; (3) thence N.33°38'31"E., 240.80 feet; (4) thence along a curve to the right having a radius of 209.00 feet, an arc length of 188.80 feet, a chord length of 164.28 feet and a chord bearing of N.57°54'31"E.; (5) thence N.82°09'31"E., 66.93 feet; thence, having the south boundary line of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I, S.53°10'59"W., 61.70 feet; thence S.08°33'12"E., 40.33 feet; thence S.41°35'34"E., 116.48 feet; thence S.43°18'54"W., 29.72 feet; thence S.03°09'27"E., 64.16 feet; thence S.73°14'02"W., 47.81 feet; thence S.25°45'03"E., 23.87 feet; thence S.30°42'33"W., 78.43 feet; thence S.33°16'01"W., 143.07 feet; thence S.10°14'28"W., 156.91 feet; thence N.02°14'06"W., 74.00 feet; thence S.42°41'21"W., 200.31 feet; thence S.59°38'18"W., 114.37 feet to a point on the south boundary line of said Tract "C"; thence, along the south boundary line of said Tract "C" the following (6) courses and distances; (1) thence N.63°42'52"W., 102.80 feet; (2) thence N.01°08'55"W., 73.83 feet; (3) thence S.64°30'39"W., 548.88 feet; (4) thence N.88°12'00"W., 71.13 feet; (5) thence S.01°48'00"W., 88.88 feet; (6) thence along a curve to the right having a radius of 28.00 feet, an arc length of 39.27 feet, a chord length of 35.38 feet and a chord bearing of N.43°12'00"W.; thence N.01°48'00"E., along the east right-of-way line of Domeo Lane, 410.24 feet to the Point of Beginning.

Containing 10.738 acres more or less.

**HOLE D:**

Tract "D" of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B as recorded in Plat Book 34, Page 61 of the Public Records of Pasco County, Florida.

Containing 3.832 acres more or less.

**HOLE 7 & HOLE 8:**

Tract "B" of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B as recorded in Plat Book 34, Page 61 of the Public Records of Pasco County, Florida, and Tract "B" of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A - Unit 2 as recorded in Plat Book 32, Page 128 of the Public Records of Pasco County, Florida.

Containing 14.001 acres more or less.



SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION

(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
RECORDED IN O.R. BOOK 5183, PAGE 1791, 12/27/02

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HOLE 9 & HOLE 10:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida described as follows:

Begin at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run S.00°13'21"E., along the south boundary (line of said Lot "R", 122.08 feet); thence, leaving the said south boundary line of Lot "R", S.04°53'20"W., 03.64 feet; thence S.07°14'11"W., 64.00 feet; thence S.13°07'17"W., 267.28 feet; thence S.21°22'29"W., 102.91 feet; thence S.25°23'03"W., 326.00 feet; thence S.29°44'05"W., 120.72 feet; thence N.43°09'26"W., 224.73 feet; thence N.33°18'15"W., 88.21 feet; thence S.85°34'27"W., 50.16 feet; thence N.33°15'14"W., 86.14 feet; thence N.00°34'04"E., 33.37 feet; N.40°40'43"E., 73.84 feet; thence N.40°12'17"E., 286.69 feet; thence N.03°42'10"E., 251.47 feet; thence N.32°44'04"E., 100.77 feet; thence N.63°51'47"E., 112.03 feet; thence N.03°50'15"W., 141.79 feet; thence N.72°35'41"W., 154.69 feet; thence N.44°22'43"W., 91.16 feet; thence S.88°30'11"W., 369.60 feet; thence S.83°55'55"W., 309.72 feet; thence S.88°03'18"W., 84.24 feet; thence N.25°42'00"W., 168.48 feet to the southeasterly boundary line of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A as recorded in Plat Book 32 Page 126 of the Public Records of Pasco County, Florida; thence, along the southeasterly boundary line of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A the following (3) courses and distances (1) thence along a curve to the left having a radius of 315.00 feet, an arc length of 64.43 feet, a chord length of 64.32 feet and a chord bearing of N.60°32'41"E., (2) thence N.44°41'07"E., 172.48 feet; (3) thence along a curve to the left having a radius of 315.00 feet, an arc length of 102.43 feet, a chord length of 160.64 feet and a chord bearing of N.20°54'47"E.; thence, leaving said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A, N.70°16'59"E., 90.74 feet; thence N.83°27'44"E., 487.49 feet to the west boundary line of said Lot "R"; thence South, along the west boundary line of said Lot "R", 210.68 feet; thence S.88°04'33"E., along the southeasterly boundary line of said Lot "R", 285.78 feet; thence S.08°20'16"E., along the west boundary line of said Lot "R", 873.70 feet to the Point of Beginning.

Containing 16,305 acres more or less.

HOLE 11:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run S.34°50'28"W., 857.80 feet to a Point of Beginning; thence S.33°18'14"E., 130.10 feet; thence S.50°41'45"W., 85.00 feet; thence S.33°18'14"E., 11.70 feet; thence S.43°40'36"E., 228.80 feet; thence S.47°14'29"W., 30.05 feet; thence S.49°17'09"W., 50.00 feet; thence S.40°21'38"W., 107.00 feet; thence S.54°56'01"W., 355.00 feet; thence S.64°59'51"W., 162.34 feet; thence S.64°40'53"W., 143.18 feet; thence S.88°31'07"W., 301.40 feet; thence N.60°21'20"W., 201.67 feet; thence N.37°52'15"E., 120.20 feet; thence N.88°48'19"E., 113.80 feet; thence N.75°31'37"E., 113.71 feet; thence N.80°50'10"E., 127.61 feet; thence N.80°40'35"E., 100.05 feet; N.74°33'10"E., 108.80 feet; thence N.88°58'30"E., 112.62 feet; thence N.83°31'19"E., 114.31 feet; thence N.45°14'57"E., 103.00 feet; thence N.36°34'48"E., 103.33 feet; thence N.35°21'23"E., 200.00 feet; thence N.62°17'32"E., 91.15 feet to the Point of Beginning.

Containing 8,048 acres more or less.

SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION

(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
RECORDED IN O.R. BOOK 5183, PAGE 1791, 12/27/02

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**HOLE 12:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB PHASE III A as recorded in Plat Book 36, Page 1 of the Public Records of Pasco County, Florida and run S.25°05'33"W, 1998.68 feet for a Point of Beginning; thence S.28°45'48"E, 257.18 feet; thence S.67°20'21"W, 99.17 feet; thence S.32°30'00"E, 130.00 feet; thence S.74°20'22"W, 45.49 feet; thence S.01°04'11"W, 98.33 feet; thence N.88°65'48"W, 209.03 feet; thence N.01°04'11"E, 95.00 feet; thence N.88°55'48"W, 177.78 feet; thence N.83°57'15"W, 427.10 feet; thence N.08°24'08"W, 150.15 feet; thence N.41°10'50"W, 113.29 feet; thence N.17°50'50"W, 113.23 feet; thence N.00°17'34"W, 53.15 feet; thence N.78°54'37"W, 95.72 feet; thence N.15°47'34"E, 128.44 feet; thence S.59°03'20"E, 148.37 feet; thence S.62°27'35"E, 144.64 feet; thence S.74°28'58"E, 204.78 feet; thence S.67°55'07"E, 205.77 feet; thence N.82°47'58"E, 205.71 feet; thence N.63°58'39"E, 89.69 feet; thence N.60°02'30"E, 123.82 feet to the Point of Beginning.

Containing 7.874 acres more or less.

**HOLE 13 & HOLE 14:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 39, Page 1 of the Public Records of Pasco County, Florida and run S.06°57'12"E, 1277.49 feet for a Point of Beginning; thence S.80°28'34"E, 308.11 feet; thence S.38°08'48"E, 131.08 feet; thence S.11°00'22"E, 258.04 feet; thence S.14°49'27"E, 101.19 feet; thence S.18°50'02"E, 103.46 feet; thence S.10°33'57"E, 50.73 feet; thence S.83°05'50"W, 228.62 feet; thence N.08°54'10"W, 45.00 feet; thence N.13°35'35"W, 188.29 feet; thence S.63°05'50"W, 428.98 feet; thence S.40°33'57"W, 408.20 feet; thence S.80°21'25"W, 238.80 feet; thence N.28°45'48"W, 287.47 feet; thence N.68°38'25"E, 85.95 feet; thence N.55°58'35"E, 38.38 feet; thence N.64°55'43"E, 402.48 feet; thence N.62°34'52"E, 55.18 feet; thence N.40°59'14"E, 53.99 feet; thence N.47°51'44"E, 360.44 feet; thence N.45°55'17"E, 64.87 feet; thence N.42°38'03"E, 54.60 feet; thence N.39°31'05"E, 40.69 feet to the Point of Beginning.

Containing 13.068 acres more or less.



SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION

(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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**HOLE 15:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run S.02°33'10"W., 2346.63 feet for a Point of Beginning; thence S.81°41'48"E., 80.00 feet; thence N.83°10'22"E., 785.84 feet; thence S.05°57'02"W., 135.31 feet; thence N.70°13'24"W., 84.04 feet; thence S.10°38'20"W., 211.88 feet; thence S.83°01'10"W., 815.82 feet; thence S.07°04'58"E., 84.19 feet; thence S.84°09'20"W., 85.01 feet; thence N.75°46'48"W., 172.80 feet; thence N.08°08'33"W., 170.63 feet; thence N.36°28'14"E., 220.07 feet; thence N.40°10'20"E., 30.60 feet to the Point of Beginning.

Containing 6.338 acres more or less.

**HOLE 16:**

A portion of Sections 17 and 20, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run S.10°03'11"W., 2023.10 feet for a Point of Beginning; thence S.19°36'40"E., 269.16 feet; thence S.88°42'31"E., 218.24 feet; thence N.03°07'22"E., 700.00 feet; thence S.08°54'10"E., 413.40 feet; thence S.70°58'00"W., 118.51 feet; thence West 850.75 feet; thence N.33°46'47"W., 364.60 feet; thence N.31°26'31"W., 102.70 feet; thence N.04°48'42"W., 238.24 feet; thence N.00°04'23"W., 70.65 feet; thence N.75°58'27"E., 167.64 feet to the Point of Beginning.

Containing 10.866 acres more or less.

**HOLE 17:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and S.58°12'30"E., 1413.84 feet for a Point of Beginning; thence N.25°11'03"E., 38.04 feet; thence N.35°58'47"E., 200.00 feet; thence N.80°30'20"E., 81.50 feet to the westerly right-of-way line of Interstate No. 75; thence, along said westerly right-of-way line, along a curve to the left, having a radius of 11809.18 feet; an arc length of 209.84 feet, a chord length of 209.04 feet and a chord bearing of S03°54'04"E., thence S.04°25'08"E., along said westerly right-of-way line, 1485.04 feet; thence, leaving the westerly right-of-way line of Interstate No. 75, N.51°57'37"W., 222.34 feet; thence N.81°30'08"W., 187.50 feet; thence S.88°31'20"W., 330.63 feet; thence S.44°48'05"W., 43.37 feet; thence N.08°11'29"W., 85.00 feet; thence N.08°53'10"W., 80.00 feet; thence N.67°57'18"E., 432.73 feet; thence N.02°07'44"W., 709.13 feet; thence N.00°50'30"E., 303.78 feet to the Point of Beginning.

Containing 11.139 acres more or less.

SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION  
(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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**HOLE 18:**

A portion of land lying in Section 17, Township 26 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III-A as recorded in Plat Book 35, Page 1 of the Public Records of Pasco County, Florida and run S.60°32'44"E, 407.32 feet to a Point of Beginning; thence S.82°04'27"E, 327.30 feet; thence S.14°22'28"W, 373.48 feet; thence S.84°16'28"W, 310.11 feet; thence S.70°03'46"E, 228.83 feet; thence S.78°42'11"E, 227.00 feet; thence N.74°04'50"E, 125.17 feet; thence S.05°27'58"E, 4.72 feet; thence S.04°32'02"W, 293.13 feet; thence S.57°32'48"W, 30.70 feet; thence S.57°01'57"W, 58.27 feet; thence S.01°15'11"W, 47.87 feet; thence S.60°59'01"W, 185.16 feet; thence N.58°21'11"W, 28.63 feet; thence N.44°12'17"W, 80.48 feet; thence N.55°25'57"W, 78.63 feet; thence N.60°28'34"W, 524.05 feet; thence N.25°23'37"E, 318.16 feet; thence N.23°57'50"E, 88.28 feet; thence N.21°50'20"E, 67.82 feet; thence N.18°42'02"E, 67.92 feet; thence N.17°33'38"E, 87.82 feet; thence N.15°25'10"E, 67.82 feet; thence N.13°10'44"E, 163.74 feet to the Point of Beginning.

Containing 10.328 acres more or less.

**GOLF AND COUNTRY CLUB:**

Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A, as recorded in Plat Book 35, Page 1 of the Public Records of Pasco County, Florida.

Containing 5.978 acres more or less.

**PAR 3 EXECUTIVE GOLF COURSE:**

A portion of Section 8, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the southeast corner of Lot 6, Gasquea Subdivision as recorded in Plat Book 2, Page 10, Public Records of Pasco County, Florida; thence along the east lot line of said Lot 6, N.02°12'00"E, 82.84 feet to the easterly right-of-way line of State Road No. 82, also known as County Road No. 62, thence along said line N.84°20'14"E, 87.30 feet to the northeast corner of Old Tampa Bay Drive, as recorded in the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I in Plat Book 31, Pages 135 through 140 of the Public Records of Pasco County, Florida; thence along the easterly right-of-way line of said Old Tampa Bay Drive, S.05°33'48"E, 238.00 feet to a POINT OF BEGINNING; thence, leaving said easterly right-of-way line continue S.05°33'48"E, 232.42 feet; thence N.84°20'14"E, 427.62 feet; thence S.24°18'51"E, 433.88 feet; thence S.89°53'00"E, 325.00 feet to the westerly right-of-way line of Interstate No. 76, thence along said line S.03°57'14"W, 1770.71 feet; thence, leaving the westerly right-of-way line of Interstate no. 76, run along the north boundary line of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B the following (3) courses and distances, (1) thence N.50°33'05"W, 423.27 feet; (2) thence N.71°27'38"W, 162.31 feet (3) thence N.79°53'50"W, 391.00 feet to the northwest corner of said Tract "L" and the north boundary line of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B, thence continuing along the easterly boundary line of the aforesaid Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I the following (4) courses and distances: (1) N.20°17'17"W, 340.00 feet; (2) thence along a curve to the right having a radius of 855.60 feet, an arc length of 284.06 feet, a chord length of 201.67 feet and a chord bearing of



SCHEDULE "B"  
GOLF AND RECREATION IMPROVEMENTS  
LEGAL DESCRIPTION

(cont.)

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N.08°10'02"W., (3) N.03°57'14"E., 338.60 feet; (4) thence along a curve to the right having a radius of 200.00 feet, an arc length of 103.70 feet, a chord length of 102.93 feet and a chord bearing of N.18°49'14"E., (5) N.33°41'14"E., 78.54 feet; (6) thence along a curve to the left having a radius of 300.00 feet, an arc length of 205.52 feet, a chord length of 201.52 feet and a chord bearing of N.14°03'44"E. to the POINT OF BEGINNING.

Containing 28.497 acres more or less.

**DRIVING RANGE:**

A portion of Section 17, Township 28 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IIA as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida, and run N.64°01'43"W., 124.57 to the Point of Beginning; thence S.53°51'47"W., 112.03 feet; thence S.32°44'04"W., 31.38 feet; thence N.89°00'05"W., 819.89 feet; thence N.83°05'45"W., 115.20 feet; thence N.70°13'04"W., 273.76 feet; thence N.24°45'27"W., 109.80 feet; thence N.85°14'33"E., 102.68 feet; thence S.25°42'00"E., 24.42 feet; thence N.88°03'13"E., 84.24 feet; thence N.63°55'55"E., 409.72 feet; thence N.88°39'11"E., 389.88 feet; thence S.44°22'45"E., 91.10 feet; thence S.72°35'41"E., 154.08 feet; thence S.03°00'15"E., 141.70 feet to the Point of Beginning.

Containing 8.170 acres more or less.

**COMMUNITY CENTER:**

Tract "A", TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Pages 138 through 140 of the Public Records of Pasco County, Florida,

Containing 1.420 acres more or less.

**MAINTENANCE AREA:**

A portion of Section 17 and 18, Township 28 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE IIA - UNIT 2 as recorded in Plat Book 32, Page 126 of the Public Records of Pasco County, Florida and run S.03°12'00"W., along the easterly right-of-way line of Old Pasco Road, 1350.88 feet; thence S.02°30'00"W., along said easterly right-of-way line, 288.30 feet to a Point of Beginning; thence, leaving said easterly right-of-way line, S.87°22'00"E., 51.28 feet; thence along a curve to the right having a radius of 300.00 feet, an arc length of 143.97 feet, a chord length of 142.42 feet and a chord bearing of S.75°57'29"E.; thence S.02°38'00"W., 135.00 feet; thence S.42°05'10"W., 59.24 feet; thence S.14°17'01"W., 30.51 feet; thence S.04°57'03"W., 28.22 feet; thence N.87°08'58"W., 147.82 feet to the aforementioned easterly right-of-way line of Old Pasco Road; thence N.02°30'00"E., along said easterly right-of-way line, 288.30 feet to the Point of Beginning.

Containing 1.084 acres more or less.

SCHEDULE "C"  
PHASES V, VI AND VII  
LEGAL DESCRIPTION  
FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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SCHEDULE "C"

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PHASES V, VI AND VII  
LEGAL DESCRIPTION

PARCELS:

A portion of Sections 17 and 18 Township 28 South, Range 20 East, Pasco County, Florida described as follows: Commence at the southwest corner of TAMPA BAY GOLF AND TENNIS CLUB PHASE II-A-UNIT 2 as recorded in Plat Book 32, Pages 125 thru 132 of the Public Records of Pasco County, Florida for a Point of Beginning, thence, along the southerly and easterly boundary line of said plat the following (13) courses and distances, (1) S.42°00'25"E., 654.00 feet; (2) thence S.84°19'34"E., 664.69 feet; (3) thence N.20°57'34"E., 599.33 feet; (4) thence N.24°45'27"W., 200.10 feet; (5) thence N.83°28'52"E., 40.02 feet; (6) thence along a curve to the left having a radius of 782.03 feet, an arc length of 100.77 feet, a chord length of 100.70 feet and a chord bearing of N.60°05'28"E.; (7) thence along a curve to the left having a radius of 316.00 feet, an arc length of 64.43 feet, a chord length of 64.32 feet and a chord bearing of N.50°32'41"E.; (8) thence N.44°41'07"E., 172.40 feet; (9) thence along a curve to the left having a radius of 316.00 feet, an arc length of 162.43 feet, a chord length of 100.64 feet and a chord bearing of N.29°54'47"E.; (10) thence along a curve to the left having a radius of 697.00 feet, an arc length of 690.84 feet, a chord length of 593.47 feet and a chord bearing of N.00°58'30"W.; (11) thence along a curve to the right having a radius of 688.00 feet, an arc length of 322.38 feet, a chord length of 318.34 feet and a chord bearing of N.01°23'04"W.; (12) thence along a curve to the right having a radius of 110.00 feet, an arc length of 26.34 feet, a chord length of 26.28 feet and a chord bearing of N.20°55'05"E.; (13) thence N.27°30'58"E., 337.19 feet to the southwest corner of Tract E of TAMPA BAY GOLF AND TENNIS CLUB PHASE III-A as recorded in Plat Book 38 Page 1 of the Public Records of Pasco County, Florida; thence, leaving the easterly boundary line of TAMPA BAY GOLF AND TENNIS CLUB PHASE II-A-UNIT 2, along the westerly boundary line of said plat of TAMPA BAY GOLF AND TENNIS CLUB PHASE III-A, the following (12) courses and distances: (1) S.77°18'58"E., 241.69 feet; (2) thence S.34°58'27"E., 131.39 feet; (3) thence S.62°06'11"E., 117.30 feet; (4) thence S.37°55'01"E., 34.98 feet; (5) thence S.80°29'21"E., 171.81 feet; (6) thence S.34°02'38"E., 97.62 feet; (7) thence S.01°40'30"E., 205.37 feet; (8) thence S.36°51'22"W., 280.22 feet; (9) thence S.68°48'28"W., 100.16 feet; (10) thence S.06°52'07"E., 62.73 feet; (11) thence S.34°10'49"E., 119.48 feet; (12) thence along a curve to the right having a radius of 316.00 feet, an arc length of 20.88 feet, a chord length of 20.67 feet and a chord bearing of S.17°05'24"E.; thence, leaving said westerly boundary line of TAMPA BAY GOLF AND TENNIS CLUB PHASE III-A, S.83°27'44"W., 487.40 feet; thence S.78°16'59"W., 69.74 feet to the easterly boundary line of the aforementioned plat of TAMPA BAY GOLF AND TENNIS CLUB PHASE II-A-UNIT 2; thence, along said easterly boundary line, along a curve to the right having a radius of 316.00 feet, an arc length of 162.43 feet, a chord length of 100.64 feet and a chord bearing of S.29°54'47"W.; thence S.44°41'07"W., along said easterly boundary line, 172.40 feet; thence, along said easterly boundary line, along a curve to the right having a radius of 316.00 feet, an arc length of 64.43 feet, a chord length of 64.32 feet and a chord bearing of S.50°32'41"W.; thence, leaving the easterly boundary line of TAMPA BAY GOLF AND TENNIS CLUB PHASE II-A-UNIT 2, S.26°42'00"E., 144.08 feet; thence S.68°14'33"W., 102.06 feet; thence S.24°45'27"E., 109.90 feet; thence S.79°13'04"E., 273.75 feet; thence S.83°08'46"E., 116.28 feet; thence S.80°00'55"E., 619.89 feet; thence S.32°44'04"W., 107.41 feet; thence S.03°42'10"W., 261.47 feet; thence S.40°12'17"W., 288.53 feet; thence S.40°48'43"W., 73.64 feet; thence S.08°34'04"W., 33.37 feet; thence S.33°18'14"E., 66.14 feet; thence N.65°34'27"E., 80.16 feet; thence S.33°18'15"E., 66.21 feet; thence S.43°09'20"E., 224.73 feet; thence S.45°40'01"W.,



SCHEDULE "C"  
PHASES V, VI AND VII  
LEGAL DESCRIPTION  
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210.87 feet; thence S.47°14'28"W., 19.98 feet; thence N.43°49'35"W., 228.80 feet; thence  
N.33°18'14"W., 11.70 feet; thence N.58°41'45"E., 95.00 feet; thence N.33°10'14"W., 130.10 feet;  
thence S.52°17'32"W., 91.15 feet; thence S.38°21'23"W., 200.00 feet; thence S.35°34'48"W.,  
103.33 feet; thence S.45°14'57"W., 103.09 feet; thence S.53°31'10"W., 114.81 feet; thence  
S.85°50'36"W., 112.52 feet; thence S.74°33'10"W., 108.30 feet; thence S.55°40'35"W., 100.06  
feet; thence S.88°56'18"W., 127.51 feet; thence S.75°31'37"W., 113.71 feet; thence  
S.56°40'10"W., 113.80 feet; thence S.37°52'15"W., 120.29 feet; thence S.69°21'28"E., 281.07  
feet; thence N.68°31'07"E., 301.40 feet; thence N.64°40'53"E., 143.18 feet; thence S.35°04'01"E.,  
114.68 feet; thence along a curve to the right having a radius of 810.00 feet, an arc length of  
805.03 feet; a chord length of 772.83 feet and a chord bearing of N.87°23'30"W.; thence  
N.58°53'54"W., 402.16 feet; thence along a curve to the left having a radius of 440.00 feet, an arc  
length of 218.02 feet; a chord length of 216.38 feet and a chord bearing of N.73°07'57"W.; thence  
N.87°22'00"W., 61.05 feet to the east right-of-way line of Old Pasco Road; thence along the east  
right-of-way line of Old Pasco Road, the following (2) courses and distances: (1) N.02°30'00"E.,  
178.30 feet; (2) thence N.03°12'00"E., 1356.66 feet to the Point of Beginning.

Containing 71.145 acres more or less.

AND

PARCEL B:

Apportion of Sections 17, 18, 19 and 20 Township 25 South, Range 20 East, Pasco County Florida  
described as follows: Commence at the southwest corner of TAMPA BAY GOLF AND TENNIS  
CLUB PHASE II-A UNIT 2, as recorded in Plat Book 32, Pages 128 thru 132 of the Public  
Records of Pasco County, Florida and run S.03°12'00"W., along the east right-of-way line of Old  
Pasco Road, 1359.88 feet; thence, continue along said east right-of-way line, S.02°38'00"W.,  
259.30 feet; thence, leaving the said east right-of-way line, S.87°22'00"E., 81.28 feet; thence  
along a curve to the right having a radius of 380.00 feet; an arc length of 143.37 feet; a chord  
length of 142.42 feet and a chord bearing of S.75°57'28"E.; thence S.02°38'00"W., 20.67 feet for a  
Point of Beginning; thence S.58°53'54"E., 40.00 feet; thence N.31°06'08"E., 40.00 feet; thence  
S.58°53'54"E., 389.11 feet; thence along a curve to the left having a radius of 870.00 feet, an arc  
length of 607.67 feet; a chord length of 632.42 feet and a chord bearing of S.87°20'40"E.; thence  
along a curve to the right having a radius of 20.00 feet, an arc length of 31.17 feet, a chord length  
of 28.11 feet and a chord bearing of S.71°24'38"E.; thence S.20°46'48"E., 72.34 feet; thence  
S.00°02'30"W., 123.02 feet; thence S.83°50'39"W., 89.89 feet; thence S.62°47'58"W., 205.71 feet;  
thence N.07°55'07"W., 205.77 feet; thence N.74°20'50"W., 204.78 feet; thence N.02°27'35"W.,  
144.54 feet; thence N.59°05'20"W., 148.37 feet; S.15°47'34"W., 128.44 feet; thence  
S.70°54'37"E., 99.72 feet; thence S.00°17'34"E., 53.18 feet; thence S.17°50'50"E., 113.23 feet;  
thence S.41°10'30"E., 113.26 feet; thence S.69°24'08"E., 150.16 feet; thence S.89°57'18"E.,  
427.10 feet; thence S.88°55'48"E., 177.78 feet; thence S.01°04'11"W., 98.09 feet; thence  
S.88°55'48"E., 209.03 feet; thence N.01°04'11"E., 98.33 feet; thence N.74°20'22"E., 45.40 feet;  
thence N.32°30'08"W., 130.00 feet; thence N.57°29'51"E., 80.17 feet; thence N.28°45'48"W.,  
20.27 feet; thence N.59°30'25"E., 40.13 feet; thence S.20°46'48"E., 287.47 feet; thence  
N.80°21'18"E., 238.61 feet; thence N.48°33'67"E., 408.20 feet; thence N.83°05'50"E., 420.88 feet;  
thence S.13°30'35"E., 188.29 feet; thence S.08°54'10"E., 45.00 feet; thence N.03°05'50"E.,  
228.62 feet; thence S.08°11'20"E., 135.69 feet; thence N.83°06'50"E., 75.56 feet; thence along a  
curve to the right having a radius of 20.00 feet, an arc length of 60.97 feet, a chord length of 27.88  
feet and a chord bearing of S.52°32'49"E.; thence S.08°11'20"E., 4.89 feet; thence N.81°48'31"E.,  
40.00 feet; thence N.08°11'20"W., 30.82 feet; thence N.03°05'50"E., 84.83 feet; thence  
N.08°11'20"W., 85.04 feet; thence N.44°48'05"E., 43.37 feet; thence N.88°31'20"E., 330.63 feet;  
thence S.81°30'00"E., 137.65 feet; thence S.51°57'50"E., 222.30 feet to the west right-of-way line  
of Interstate No. 76; thence S.04°25'08"E., along the west right-of-way line of Interstate No. 76;

SCHEDULE "C"  
PHASES V, VI AND VII  
LEGAL DESCRIPTION

(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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1464.28 feet thence along a curve to the right having a radius of 11369.18 feet, an arc length of 2719.00 feet, a chord length of 2711.46 feet and a chord bearing of S.02°27'58"W., to the south line of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 20; thence along said line and leaving said right-of-way line S.89°59'04"W., 1024.03 feet to the west line of the East 1/2 of said Section 20; thence along said line N.00°22'52"W., 2857.79 feet to the south line of the North 1/4 of the Northwest 1/4 of said Section 20; thence along said line N.89°59'09"W., 2874.33 feet to the west line of said Section 20 and the east line of said Section 19; thence along the south line of the North 1/4 of the Northeast 1/4 said Section 19, N.88°42'06"W., 118.33 feet to the easterly right-of-way line of Pasco Road (60 foot maintained right-of-way); thence along said right-of-way line N.05°38'00"W., 191.13 feet; thence, leaving said right-of-way line, N.48°52'20"E., 44.89 feet; thence N.84°44'18"E., 40.71 feet; thence N.40°53'26"E., 72.60 feet; thence N.32°09'15"E., 89.72 feet; thence N.65°02'25"E., 83.74 feet; thence N.24°37'22"E., 80.40 feet; thence N.01°20'12"E., 57.93 feet; thence N.42°54'47"W., 88.69 feet; thence N.28°03'40"W., 142.37 feet; thence N.24°37'37"W., 148.03 feet; thence N.09°22'42"W., 169.57 feet; thence N.09°28'59"W., 114.60 feet; thence N.03°02'22"E., 128.11 feet; thence N.07°22'00"W., 82.69 feet to the said easterly right-of-way line of Old Pasco Road; thence N.02°38'00"E., along said easterly right-of-way line, 776.00 feet; thence, leaving said easterly right-of-way line, S.87°08'55"E., 147.82 feet; thence N.04°57'03"E., 28.22 feet; thence N.14°17'01"E., 30.61 feet; thence N.42°05'10"E., 68.24 feet; thence N.02°39'00"E., 115.12 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida described as follows: Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB, PHASE III-A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run S.02°33'10"W., 2346.63 feet to a Point of Beginning; thence S.61°41'48"E., 89.08 feet; thence N.83°10'22"E., 785.04 feet; thence S.05°57'02"W., 135.31 feet; thence N.70°13'24"W., 84.64 feet; thence S.18°38'20"W., 211.88 feet; thence S.83°01'18"W., 815.82 feet; thence S.07°04'55"E., 84.18 feet; thence S.54°08'20"W., 88.01 feet; thence N.76°45'45"W., 172.00 feet; thence N.00°08'33"W., 179.03 feet; thence N.38°20'14"E., 228.07 feet; thence N.40°16'29"E., 38.00 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Sections 17 and 20, Township 26 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot R, TAMPA BAY GOLF AND TENNIS CLUB, PHASE III-A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run S.10°03'11"W., 2823.10 feet to a Point of Beginning; thence S.18°35'49"E., 288.15 feet; thence S.60°42'31"E., 18.24 feet; thence N.83°07'22"E., 700.00 feet; thence S.00°54'10"E., 413.48 feet; thence S.79°50'00"W., 116.51 feet; thence West 850.75 feet; thence N.33°48'47"W., 304.69 feet; thence N.31°28'31"W., 102.70 feet; thence N.04°40'42"W., 236.24 feet; thence N.08°04'23"W., 70.65 feet; thence N.76°55'27"E., 107.04 feet to the Point of Beginning.

Containing 200.666 acres more or less.

AND:



SCHEDULE "C"  
PHASES V, VI AND VII  
LEGAL DESCRIPTION  
(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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SALES CENTER PARCELS

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LEGAL DESCRIPTION

A portion of Section 8, Township 25, Range 20 East, Pasco County, Florida, described as follows:

Commence at the southeast corner of Lot 8, Gasquet Subdivision, as recorded in Plat Book 2, Page 19, of the Public Records of Pasco County, Florida; thence along east lot line of said Lot 8, N.02°12'00"E., 72.85 feet to a point on the westerly right-of-way line of Old Tampa Bay Drive, as recorded in the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I in Plat Book 31, Pages 138 through 140 of the Public Records of Pasco County, Florida; thence, along the westerly right-of-way line of Old Tampa Bay Drive, S.05°33'46"E., 138.60 feet to a Point of Beginning; thence continue S.05°33'46"E., 79.60 feet; thence along a curve to the right with a radius of 200.00 feet, an arc length of 137.01 feet, a chord length of 134.35 feet and a chord bearing of S.14°03'44"W.; thence S.33°41'14"W., 79.64 feet; thence along a curve to the left with a radius of 300.00 feet, an arc length of 68.07 feet, a chord length of 67.93 feet and a chord bearing of S.27°11'16"W.; thence, leaving said westerly right-of-way line, N.02°04'58"E., 204.64 feet; thence N.54°10'35"E., 112.20 feet to the Point of Beginning.

AND

A portion of Section 8, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the southeast corner of Lot 8, Gasquet Subdivision, as recorded in Plat Book 2, Page 19, of the Public Records of Pasco County, Florida; thence along east lot line of said Lot 8, N.02°12'00"E., 72.85 feet to a point on the westerly right-of-way line of Old Tampa Bay Drive, as recorded in the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Pages 138 through 140 of the Public Records of Pasco County, Florida; thence, along the westerly right-of-way line of Old Tampa Bay Drive, the following courses and distances: S.05°33'46"E., 210.19 feet; along a curve to the right with a radius of 200.00 feet, an arc length of 137.01 feet, a chord length of 134.35 feet, and a chord bearing of S.14°03'44"W.; S.33°41'14"W., 79.64 feet; along a curve to the left with a radius of 300.00 feet, an arc length of 68.07 feet, a chord length of 67.93 feet and a chord bearing of S.27°11'16"W. for a Point of Beginning; thence continuing along a curve to the left with a radius of 300.00 feet, an arc length of 67.61 feet, a chord length of 67.30 feet, and a chord bearing of S.12°19'08"W.; thence S.03°57'14"W., 242.04 feet; thence, leaving the aforementioned westerly right-of-way line of Old Tampa Bay Drive, N.80°02'48"W., 52.00 feet; thence N.41°02'52"W., 39.60 feet; thence N.58°02'40"W., 66.00 feet; thence N.03°57'14"E., 300.41 feet; thence S.88°02'48"E., 169.70 feet to the Point of Beginning.

AND:

SCHEDULE "C"  
PHASES V, VI AND VII  
LEGAL DESCRIPTION

(cont.)

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PHASE IV

LEGAL DESCRIPTION

A portion of land lying in Sections 17 and 18, Township 28 South, Range 20 East, Pasco County, Florida being described as follows:

Commence at the southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB, PHASE III-A, as recorded in Plat Book 39, Pages 1 through 6 of the Public Records of Pasco County, Florida and run S.89°13'21"E., along the south boundary line of said plat of TAMPA BAY GOLF AND TENNIS CLUB, PHASE III-A, 122.08 feet for a Point of Beginning; thence continue S.89°13'21"E., along said south boundary line, 192.28 feet to the southwest corner of Tract "H" of the said plat of TAMPA BAY GOLF AND TENNIS CLUB, PHASE III-A; thence S.03°56'41"E., along the southerly boundary line of said Tract "H", 71.13 feet to the southeast corner of said Tract "H"; thence, leaving the southerly boundary line of said plat of TAMPA BAY GOLF AND TENNIS CLUB, PHASE III-A, S.22°28'40"E., 38.44 feet; thence S.02°04'27"E., 300.00 feet; thence S.67°00'64"E., 40.19 feet; thence N.07°28'30"E., 47.08 feet; thence N.79°35'18"E., 47.08 feet; thence N.71°43'59"E., 47.99 feet; thence N.03°52'43"E., 47.68 feet; thence N.04°13'00"E., 65.41 feet; thence N.49°52'48"E., 47.77 feet; thence N.39°38'39"E., 47.02 feet; thence N.34°20'34"E., 50.00 feet; thence N.34°17'41"E., 250.10 feet; thence S.65°42'10"E., 85.02 feet; thence N.34°17'41"E., 13.93 feet; thence along a curve to the right having a radius of 48.00 feet, an arc length of 114.71 feet, a chord length of 88.08 feet and a chord bearing of S.72°40'55"E.; thence S.89°38'32"E., 27.04 feet to the west right-of-way line of Interstate No. 76; thence, along the west right-of-way line of Interstate No. 76, along a curve to the left having a radius of 11609.10 feet, an arc length of 767.98 feet, a chord length of 767.83 feet and a chord bearing of S.01°30'40"E.; thence, leaving the west right-of-way line of Interstate No. 76, S.88°30'26"W., 81.50 feet; thence S.35°58'47"W., 200.00 feet; thence S.25°11'03"W., 39.04 feet; thence S.00°50'39"W., 303.78 feet; thence S.02°07'44"E., 709.13 feet; thence S.67°67'18"W., 432.73 feet; thence S.06°53'10"E., 65.00 feet; thence S.08°11'26"E., 130.04 feet; thence S.63°05'50"W., 94.83 feet; thence S.08°11'28"E., 80.82 feet; thence S.01°48'31"W., 40.00 feet; thence N.08°11'29"W., 4.89 feet; thence along a curve to the left having a radius of 20.00 feet, an arc length of 30.87 feet, a chord length of 27.98 feet and a chord bearing of N.62°32'49"W.; thence S.69°05'50"W., 75.53 feet; thence N.08°11'29"W., 135.89 feet; thence N.10°33'57"W., 50.73 feet; thence N.18°59'02"W., 163.40 feet; thence N.14°49'27"W., 101.19 feet; thence N.11°00'22"W., 258.04 feet; thence N.30°08'45"W., 131.08 feet; thence N.60°20'34"W., 308.11 feet; thence S.38°31'05"W., 48.89 feet; thence S.42°38'03"W., 54.80 feet; thence S.46°55'17"W., 64.57 feet; thence S.47°51'44"W., 350.44 feet; thence S.48°59'14"W., 53.09 feet; thence S.62°34'52"W., 55.19 feet; thence S.54°50'43"W., 402.48 feet; thence S.55°58'35"W., 38.30 feet; thence S.58°38'26"W., 126.00 feet; thence N.20°46'46"W., 309.28 feet; thence along a curve to the left having a radius of 20.00 feet, an arc length of 31.17 feet, a chord length of 28.11 feet and a chord bearing of N.71°24'38"W.; thence along a curve to the right having a radius of 870.00 feet, an arc length of 887.87 feet, a chord length of 832.42 feet and a chord bearing of N.87°28'46"W.; thence N.58°53'54"W., 388.11 feet; thence S.31°00'06"W., 40.00 feet; thence N.68°53'54"W., 40.00 feet; thence N.02°38'00"E., 20.87 feet; thence along a non-tangent curve to the left having a radius of 300.00 feet, an arc length of 143.37 feet, a chord length of 142.42 feet and a chord bearing of N.76°57'20"W.; thence N.87°22'00"W., 81.20 feet to the east right-of-way line of Old Pasco Road; thence N.02°38'00"E., along said east right-of-way line 80.00 feet; thence, leaving said east right-of-way line, S.87°22'00"E., 51.86 feet; thence along a curve to the right having a radius of 440.00 feet, an arc length of 218.02 feet, a chord length of 218.38 feet and a chord bearing of S.73°07'57"E.; thence S.59°53'54"E., 402.18 feet; thence along a curve to the left having a radius of 810.00 feet, an arc length of 808.83 feet, a chord length of 772.83 feet and a chord bearing of S.87°23'30"E.; thence N.35°04'01"W., 114.55 feet; thence N.64°59'51"E., 162.34 feet; thence N.64°56'01"E., 355.00 feet;



SCHEDULE "C"  
PHASES V, VI AND VII  
LEGAL DESCRIPTION

(cont.)

FROM FIRST AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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thence N.48°21'30"E., 197.99 feet; thence N.48°17'08"E., 60.60 feet; thence N.47°14'26"E., 60.60 feet; thence N.46°40'01"E., 210.87 feet; thence N.29°44'05"E., 126.72 feet; thence N.25°23'03"E., 326.00 feet; thence N.21°22'28"E., 192.91 feet; thence N.13°07'17"E., 287.25 feet; thence N.07°14'11"E., 84.38 feet; thence N.04°53'28"E., 83.84 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of land lying in Section 17, Township 26 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the south-west corner of Lot "A", TAMPA BAY GOLF AND TENNIS CLUB, PHASE III-A, as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run S.80°32'44"E., 497.32 feet for a Point of Beginning; thence S.82°04'27"E., 327.30 feet; thence S.14°22'26"W., 373.48 feet; thence S.34°15'28"W., 310.11 feet; thence S.70°03'46"E., 225.93 feet; thence S.79°42'11"E., 227.66 feet; thence N.74°04'59"E., 125.17 feet; thence S.85°27'58"E., 4.72 feet; thence S.04°32'02"W., 293.13 feet; thence S.87°32'48"W., 30.70 feet; thence S.87°01'57"W., 68.27 feet; thence S.81°15'11"W., 47.37 feet; thence S.88°59'01"W., 165.16 feet; thence N.68°21'11"W., 20.53 feet; thence N.44°12'17"W., 89.40 feet; thence N.65°25'57"W., 78.53 feet; thence N.60°28'34"W., 824.95 feet; thence N.26°23'37"E., 310.18 feet; thence N.23°57'50"E., 69.28 feet; thence N.21°50'28"E., 67.82 feet; thence N.10°42'02"E., 67.82 feet; thence N.17°33'38"E., 67.82 feet; thence N.15°26'10"E., 87.82 feet; thence N.19°10'44"E., 163.74 feet to the Point of Beginning.

Subject property contains 65.108 acres more or less.

SCHEDULE "A"  
TO AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
RECORDED IN O.R. BOOK 8458, PAGE 1878, 11/04/10

OR BK 8458 Pg 1889  
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SCHEDULE "A"

LEGAL DESCRIPTION

GOLF AND RECREATION IMPROVEMENTS

HOLE 1 AND HOLE 2:

A portion of land lying in Sections 8 and 17, Township 26 South, Range 20 East, Pasco County, Florida, being described as follows:

Begin at the Southwest corner of Lot 117 TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B, according to the plat thereof, recorded in Plat Book 38, Page 30, of the Public Records of Pasco County, Florida, and run North 50°40'23" East, along the Southerly boundary line of said Lot 117, 85.18 feet to the Southeast corner of said Lot 117; thence North 35°18'23" West, along the northeasterly boundary line of said Lot 117 and the southwesterly boundary line of Tract "L" of the aforementioned Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B, 101.45 feet to the Easterly right-of-way line of Collar Drive; thence, along the Easterly right-of-way line of Collar Drive, along a curve to the left having a radius of 170.00 feet, an arc length of 72.02 feet, a chord length of 72.07 feet and a chord bearing of North 28°05'12" East, to the Southwest corner of Lot 116, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B; thence, leaving the said Easterly right-of-way line Collar Drive, South 76°09'05" East, along the Southerly boundary line of said Lot 116 and the Northerly boundary line of said Tract "L", 95.00 feet to the Southeast corner of said Lot 116; thence, along the Westerly boundary line of said Tract "L" the following (13) courses, (1) thence North 13°50'55" East, 130.73 feet; (2) thence North 10°22'34" East, 91.36 feet; (3) thence North 15°22'07" West, 60.65 feet; (4) thence North 19°09'03" West, 259.75 feet; (5) thence North 15°22'32" West, 62.76 feet; (6) thence North 08°06'00" West, 62.48 feet; (7) thence North 00°51'43" West, 63.80 feet; (8) thence North 03°57'14" East 768.61 feet; (9) thence North 15°44'31" East, 76.25 feet to the Northeast corner of Lot 03 of the said TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B; (10) thence North 86°02'46" West, 64.15 feet to the East right-of-way of Collar Drive; (11) thence, along a curve to the left having a radius of 45.00 feet, an arc length of 44.21 feet, a chord length of 42.46 feet and a chord bearing of North 43°53'25" East; (12) thence, leaving said East right-of-way line, North 73°43'32" East, 50.45 feet, (13) thence North 15°44'31" East 115.73 feet to the Northeast corner of Lot 02, TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B; thence North 74°15'20" West, along the Southerly boundary line of said Tract "L", and its extension, 150.21 feet; thence North 15°44'27" East, 136.73 feet; thence North 76°37'39" East, 103.69 feet; thence South 14°36'34" East, 201.46 feet; thence South 82°47'47" East, 199.52 feet to the West right-of-way line of Interstate No. 75; thence South 03°57'14" West, along said West right-of-way line and the East boundary line of said Tract "L", 1497.84 feet; thence, continuing along said West right-of-way line along a curve to the left having a radius of 11808.16 feet, an arc length of 728.89 feet, a chord length of 728.56 feet and a chord bearing of South 02°09'20" West;



## SCHEDULE "A"

TO AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
RECORDED IN O.R. BOOK 8458, PAGE 1878, 11/04/10 (cont.)

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thence, leaving said West right-of-way line, North 89°38'32" West, 27.04 feet; thence along a curve to the left having a radius of 45.00 feet, an arc length of 114.72 feet, a chord length of 88.08 feet and a chord bearing of North 72°40'55" West; thence South 34°17'41" West, 13.93 feet; thence North 55°42'19" West, 95.02 feet; thence South 34°17'41" West, 250.10 feet; thence South 34°20'34" West, 50.00 feet; thence South 39°35'39" West, 47.92 feet; thence South 49°52'46" West, 47.77 feet; thence South 54°13'06" West, 55.41 feet; thence South 63°52'42" West, 47.68 feet; thence South 71°43'59" West, 47.68 feet; thence South 79°35'15" West, 47.68 feet; thence South 87°20'30" West, 47.68 feet; thence North 07°00'54" West, 48.19 feet; thence North 82°04'27" West, 300.00 feet; thence North 22°26'49" West, 36.44 feet to the Southeast corner of Tract "H", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A, according to the plat thereof, as recorded in Plat Book 38, Page 1, of the Public Records of Pasco County, Florida; thence along the Southerly boundary line of the said plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A, the following (9) courses; (1) thence North 23°18'50" East, 165.89 feet; (2) thence South 76°27'45" East, 98.33 feet (3) thence North 74°12'31" East, 150.08 feet (4) thence North 67°08'17" East, 86.22 feet; (5) thence North 51°35'05" East, 91.80 feet; (6) thence North 26°21'33" East, 32.54 feet; (7) thence North 30°08'51" East, 242.19 feet; (8) thence North 45°23'00" East, 64.57 feet; (9) thence North 82°48'00" East, 131.04 feet to the Point of Beginning.

## HOLE 3:

A portion of Tract "L", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B, as recorded in Plat Book 38, Page 30, of the Public Records of Pasco County, Florida, being described as follows:

Begin at the Northwest corner of said Tract "L" and run along the North boundary lines of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B the following (3) courses and distances: (1) thence South 79°53'50" East, 391.00 feet; (2) thence South 71°27'38" East, 162.31 feet; (3) thence South 50°33'05" East, 423.27 feet to the Westerly right-of-way line of Interstate No. 76; thence South 03°57'14" West, along the Westerly right-of-way line, 115.28 feet; thence, leaving Westerly right-of-way line of Interstate No. 76, North 88°49'20" West, 175.64 feet; thence North 73°58'18" West, 197.82 feet; thence North 02°51'53" East, 95.11 feet; thence North 67°58'50" West, 484.44 feet to the Easterly right-of-way line of Old Tampa Bay Drive; thence, along the said Easterly right-of-way line, along a curve to the left having radius of 1119.10 feet, an arc length of 175.62 feet, a chord length of 175.44 feet and a chord bearing of North 15°47'32" West to the Point of Beginning.

## HOLE 4:

A portion of Tract "O" of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B, as recorded in Plat Book 34, Page 61, of the Public Records of Pasco County, Florida, being described as follows:

Begin at the Northeast corner of said Tract "O", also being the Southeast corner of Lot

## SCHEDULE "A"

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1, TAMPA BAY GOLF AND TENNIS CLUB - PHASE I as recorded in Plat Book 31, Page 135 of the Public Records of Pasco County, Florida and run South 08°23'00" East, 110.00 feet along the East boundary line of said Tract "C"; thence North 81°37'00" East, along the North boundary line of said Tract "C", 55.00 feet; thence South 08°23'00" East, along the East boundary line of Tract "C", 95.00 feet; thence North 71°49'05" West, 47.81 feet; thence North 48°20'48" West, 92.23 feet; thence South 83°51'25" West, 53.09 feet; thence South 66°45'38" West, 172.78 feet; thence South 61°09'27" West, 84.78 feet; thence North 63°51'20" West, 59.00 feet; thence North 29°45'49" West, 72.22 feet; thence North 46°58'31" East, 43.66 feet to the North boundary line of said Tract "C"; thence, along the North boundary line of said Tract "C" the following (4) courses and distances: (1) along a curve to the left having a radius of 595.00 feet, an arc length of 135.00 feet, a chord length of 134.71 feet and a chord bearing of North 75°39'31" East; (2) thence North 69°00'31" East, 209.47 feet; (3) thence along a curve to the right having a radius of 255.00 feet, an arc length of 55.45 feet, a chord length of 55.34 feet and a chord bearing of North 76°23'15" East, (4) thence North 81°37'00" East, 1.20 feet to the Point of Beginning.

## HOLE 5:

A portion of Tract "C", TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B, as recorded in Plat Book 34, Page 81, of the Public Records of Pasco County, Florida, being described as follows:

Begin at the Southwest corner of Lot 347 of the aforementioned Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B and run South 86°12'00" East, along the South lot line of said Lot 347, 80.22 feet; thence South 89°52'38" East, along the South lot lines of Lots 348, 349 and 350 of said Plat, 225.00 feet to the Southeast corner of Lot 350; thence North 00°07'24" East, along the East lot line of said Lot 350, 20.00 feet to the Southwest corner of Lot 31, TAMPA BAY GOLF AND TENNIS CLUB - PHASE I, as recorded in Plat Book 31, Page 135 of the Public Records of Pasco County, Florida; thence, along the South boundary line of the aforementioned Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I the following (5) courses and distances: (1) South 89°52'36" East, 363.67 feet; (2) thence along a curve to the left having a radius of 375.00 feet, an arc length of 389.58 feet, a chord length of 354.79 feet and a chord bearing of North 81°53'28" East; (3) thence North 33°39'31" East, 240.80 feet; (4) thence along a curve to the right having a radius of 200.00 feet, an arc length of 169.30 feet, a chord length of 164.29 feet and a chord bearing of North 67°54'31" East; (5) thence North 82°09'31" East, 66.03 feet; thence, leaving the South boundary line of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I, South 53°19'59" West, 81.79 feet; thence South 06°33'12" East, 40.33 feet; thence South 41°35'34" East, 115.46 feet; thence South 43°16'54" West, 29.72 feet; thence South 03°09'27" East, 54.15 feet; thence South 73°14'02" West, 47.01 feet; thence South 25°45'03" East, 23.97 feet; thence South 30°42'33" West, 76.43 feet; thence South 33°18'01" West, 143.87 feet; thence South 16°14'28" West, 156.91 feet; thence North 62°14'05" West, 74.00 feet; thence South 42°41'21" West, 260.31 feet; thence South 59°39'18" West, 114.37 feet to a point on the South boundary line of said Tract "C"; thence, along the South boundary



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line of said Tract "C" the following (8) courses and distances: (1) thence North 83°42'52" West, 102.86 feet; (2) thence North 81°09'55" West 73.83 feet; (3) thence South 84°30'39" West, 548.99 feet; (4) thence North 88°12'00" West, 71.13 feet; (5) thence South 01°48'00" West, 98.96 feet; (6) thence along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a chord length of 35.36 feet and a chord bearing of North 43°12'00" West; thence North 01°48'00" East, along the East right-of-way line of Dormie Lane, 410.24 feet to the Point of Beginning.

**HOLE 6:**

Tract "D" of the plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B, as recorded in Plat Book 34, Page 81, of the Public Records of Pasco County, Florida.

**LESS AND EXCEPT:**

A portion of Tract "D" of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B, recorded in Plat Book 34, Page 81, of the Public Records of Pasco County, Florida, described as follows:

Commence at the Southeast corner of said Lot 404 for a POINT OF BEGINNING; thence South 5°29'21" East, a distance of 8.00 feet; thence South 84°30'39" West, a distance of 75.00 feet; thence North 5°29'21" West, a distance of 8.00 feet; thence North 84°30'39" East, a distance of 75.00 feet to the POINT OF BEGINNING.

**HOLE 7 AND HOLE 8:**

Tract "B" of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II B, as recorded in Plat Book 34, Page 81, of the Public Records of Pasco County, Florida, and Tract "B" of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A - Unit 2, as recorded in Plat Book 32, Page 126, of the Public Records of Pasco County, Florida.

**HOLE 9 AND HOLE 10:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Begin at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A, as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run South 89°13'21" East, along the South boundary line of said Lot "R", 122.08 feet; thence leaving the said South boundary line of Lot "R", South 04°53'28" West, 63.64 feet; thence South 07°44'11" West, 64.38 feet; thence South 13°07'17" West, 257.25 feet; thence South 21°22'28" West, 192.91 feet; thence South 25°23'03" West, 325.00 feet; thence South 29°44'05" West, 126.72 feet; thence North 43°09'26" West, 224.73 feet; thence North 33°18'15" West, 86.21 feet; thence South 85°34'27" West, 86.15 feet; thence North 33°18'14" West, 65.14 feet; thence North 08°34'04" East, 33.37 feet; North 40°46'43" East, 73.04 feet; thence North 40°12'17"

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East, 286.59 feet; thence North 03°42'10" East, 251.47 feet; thence North 32°44'04" East, 188.77 feet; thence North 53°51'47" East, 112.03 feet; thence North 03°50'15" West, 141.76 feet; thence North 72°35'41" West, 154.89 feet; thence North 44°22'43" West, 91.10 feet; thence South 08°30'41" West, 369.60 feet; thence South 63°55'55" West, 309.72 feet; thence South 88°03'18" West, 84.24 feet; thence North 25°42'00" West, 188.48 feet to southeasterly boundary line of the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A as recorded in Plat Book 32, Page 126 of the Public Records of Pasco County, Florida; thence, along the southeasterly boundary line of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A the following (3) courses and distances: (1) thence along a curve to the left having a radius of 315.00 feet, an arc length of 64.43 feet, a chord length of 64.32 feet and a chord bearing of North 50°32'41" East, (2) thence North 44°41'07" East, 172.46 feet; (3) thence along a curve to the left having a radius of 315.00 feet, an arc length 162.43 feet, a chord length of 160.84 feet and a chord bearing of North 29°54'47" East; thence, leaving said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A, North 78°10'59" East, 90.74 feet; thence North 83°27'44" East, 467.49 feet to the West boundary line of said Lot "R"; thence South, along the West boundary line of said Lot "R", 216.89 feet; thence South 68°04'33" East, along the southwesterly boundary line of said Lot "R", 285.78 feet; thence South 06°20'15" East, along the West boundary line of said Lot "R", 373.70 feet to the Point of Beginning.

**HOLE 11:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 30, Page 1 of the Public Records of Pasco County, Florida and run South 34°39'28" West, 957.80 feet for a Point of Beginning; thence South 33°18'14" East, 130.10 feet; thence South 56°41'45" West, 95.00 feet; thence South 33°18'14" East, 11.70 feet; thence South 43°49'39" East, 228.80 feet; thence South 47°14'28" West, 30.05 feet; thence South 48°17'08" West, 50.00 feet; thence South 49°21'38" West, 197.80 feet; thence South 64°56'01" West, 355.00 feet; thence South 64°59'51" West, 152.34 feet; thence South 64°40'53" West, 143.18 feet; thence South 88°31'07" West, 301.40 feet; thence North 08°21'28" West, 281.87 feet; thence North 37°52'15" East, 120.29 feet; thence North 66°40'19" East, 113.80 feet; thence North 75°31'37" East, 113.71 feet; thence North 88°50'18" East, 127.51 feet; thence North 86°40'35" East 100.05 feet; North 74°33'10" East, 108.30 feet; thence North 65°58'36" East, 112.52 feet; thence North 53°31'19" East, 114.31 feet; thence North 45°14'57" East, 103.09 feet; thence North 36°34'48" East, 103.33 feet; thence North 38°21'23" East, 260.00 feet; thence North 52°17'32" East, 91.15 feet to the Point of Beginning.

AND



SCHEDULE "A"  
TO AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida; thence, South 61°22'24" West, 92.41 feet; thence, South 77°00'55" West, 97.59 feet; thence, South 88°50'16" West, 194.72 feet; thence, North 77°22'09" West, 134.23 feet for a Point of Beginning; thence, continue, North 77°22'09" West, 12.01 feet; thence, North 63°52'22" West, 24.04 feet; thence, South 88°21'29" East, 35.63 feet to the Point of Beginning.

AND

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida; thence, South 61°22'24" West, 92.41 feet; thence, South 77°00'55" West, 78.76 feet for a Point of Beginning; thence, continue, South 77°00'55" West, 18.83 feet; thence, South 88°50'16" West, 194.72 feet; thence, North 77°22'09" West, 10.95 feet; thence, North 88°31'07" East, 223.79 feet to the Point of Beginning.

AND

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Begin at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida; thence, South 61°22'24" West, 92.41 feet; thence, South 77°00'55" West, 24.95 feet; thence, North 64°40'53" East, 118.63 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida; thence, South 61°22'24" West, 92.41 feet; thence, South 77°00'55" West, 97.59 feet; thence, South 88°50'16" West, 194.72 feet; thence, North 77°22'09" West, 10.95 feet for a Point of Beginning; thence, South 88°31'07" West, 49.17 feet; thence, North 88°21'29" West, 76.54 feet; thence, South 77°22'09" East, 123.28 feet to the Point of Beginning.

**SCHEDULE "A"**  
**TO AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY**  
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**LESS AND EXCEPT:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida; thence, South 61°22'24" West, 92.41 feet; thence, South 77°00'55" West, 97.69 feet; thence, South 88°50'16" West, 194.72 feet; thence, North 77°22'00" West, 146.24 feet; thence, North 83°52'22" West, 24.04 feet for a Point of Beginning; thence, North 88°21'29" West, 169.30 feet; thence, North 37°52'15" East, 13.52 feet; thence, South 83°52'22" East, 166.03 feet to the Point of Beginning.

**LESS AND EXCEPT:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV, as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida, thence, South 61°22'24" West, 92.41 feet; thence, South 77°00'55" West, 24.95 feet for the Point of Beginning, thence, South 64°40'53" West, 26.66 feet; thence, South 88°31'07" West, 28.44 feet; thence, North 77°00'55" East, 53.81 feet for the Point of Beginning.

**HOLE 12:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB PHASE - III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run South 25°55'33" West, 1995.58 feet for a Point of Beginning; thence South 20°45'40" East, 257.18 feet; thence South 57°29'51" West, 90.17 feet; thence South 32°30'09" East, 130.00 feet; thence South 74°20'22" West, 45.40 feet; thence South 01°04'11" West, 98.03 feet; thence North 88°55'49" West, 209.03 feet; thence North 01°04'11" East, 95.00 feet; thence North 88°55'49" West, 177.76 feet; thence North 83°57'15" West, 427.10 feet; thence North 68°24'06" West, 160.16 feet; thence North 41°40'50" West, 113.28 feet; thence North 17°50'50" West, 113.23 feet; thence North 00°47'34" West, 53.15 feet; thence North 79°54'37" West, 95.72 feet; thence North 15°47'34" East, 126.44 feet; thence South 59°05'20" East 146.37 feet; thence South 62°27'35" East, 144.54 feet; thence South 74°28'59" East, 204.70 feet; thence South 87°55'07" East, 205.77 feet; thence North 82°47'58" East, 205.71 feet; thence North 63°56'39" East, 89.69 feet; thence North 66°02'30" East, 123.92 feet to the Point of Beginning.



SCHEDULE "A"  
TO AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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AND

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida; thence, South 33°27'32" West, 398.67 feet for a Point of Beginning; thence, South 82°47'58" West, 24.74 feet; thence, North 87°56'07" West, 205.77 feet; thence, North 74°28'59" West, 204.78 feet; thence, North 62°27'35" West, 144.54 feet; thence, North 69°05'20" West, 146.37 feet; thence, North 15°47'34" East, 3.00 feet; thence, South 68°53'54" East, 125.23 feet; thence, South 61°50'25" East, 108.85 feet; thence, South 69°53'38" East, 163.80 feet; thence, South 70°34'51" East, 163.80 feet; thence, South 69°16'03" East, 162.32 feet to the Point of Beginning.

AND

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida; thence, South 00°07'19" West, 292.17 feet for a Point of Beginning; thence, South 63°56'39" West, 40.28 feet; thence, South 82°47'58" West, 147.04 feet; thence, North 82°26'58" East, 132.31 feet; thence, North 69°58'16" East, 54.81 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida; thence, South 34°54'38" East, 298.42 feet for a Point of Beginning; thence, South 26°45'46" East, along the West right-of-way line of Alernance Drive, also being the West boundary line of said Plat, 6.15 feet; thence, South 63°14'14" West, 64.57 feet; thence, South 69°58'16" West, 109.37 feet; thence, North 63°56'39" East, 49.41 feet; thence, North 66°02'30" East, 123.92 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

SCHEDULE "A"  
TO AMENDMENT TO MASTER DECLARATION FOR TAMPA BAY  
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Commence at the Northwest corner of Lot 34, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida; thence, South 29°37'13" West, 377.69 feet for a Point of Beginning; thence, South 82°25'56" West, 31.87 feet; thence, North 89°10'03" West, 1.48 feet; thence, North 82°47'58" East, 33.33 feet to the Point of Beginning.

**LESS AND EXCEPT:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 48, Page 61 of the Public Records of Pasco County, Florida and run South 26°45'46" East, 14.18 feet for a Point of Beginning; and run South 26°45'40" East, 6.11 feet; thence, South 67°29'51" West, 90.16 feet; thence South 32°30'09" East, 130.00 feet; thence South 74°20'22" West, 23.81 feet; thence, North 26°45'46" West, 139.89 feet; thence, North 63°14'14" East, 100.07 feet to the Point of Beginning.

**HOLE 13 AND HOLE 14:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida and run South 06°57'13" East, 1277.49 feet for a Point of Beginning; thence South 60°28'34" East, 306.11 feet; thence South 36°08'45" East, 131.08 feet; thence South 11°00'22" East, 258.04 feet; thence South 14°49'27" East, 101.10 feet; thence South 16°59'02" East, 163.40 feet; thence South 10°33'57" East, 50.73 feet; thence South 83°05'50" West, 226.62 feet; thence North 08°54'10" West, 46.00 feet; thence North 13°38'38" West, 186.29 feet; thence South 83°05'50" West, 426.96 feet; thence South 48°33'57" West, 406.20 feet; thence South 80°21'25" West, 238.00 feet; thence North 20°45'48" West, 287.47 feet; thence North 58°36'26" East, 85.95 feet; thence North 55°58'35" East, 35.39 feet; thence North 54°55'43" East, 402.49 feet; thence North 62°34'52" East, 55.10 feet; thence North 48°59'14" East, 53.99 feet; thence North 47°51'44" East, 350.44 feet; thence North 46°55'17" East, 54.57 feet; thence North 42°38'03" East, 54.80 feet; thence North 39°31'05" East, 48.69 feet to the Point of Beginning.

**AND**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner TAMPA BAY GOLF AND TENNIS CLUB - PHASE



**SCHEDULE "A"**  
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IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida and run North 58°36'26" East, 40.13 feet; thence South 20°45'46" East, 287.47 feet for a Point of Beginning; thence, North 80°21'26" East, 238.60 feet; thence, North 48°33'57" East, 140.69 feet, to the cusp of a non-tangential curve; thence along said curve to the left having a radius of 308.23 feet, an arc length of 63.73 feet, a chord length of 63.62 feet and a chord bearing of South 42°21'38" West; thence South 36°26'14" West, 220.79 feet; thence along a curve to the right having a radius of 20.00 feet, an arc length of 30.91 feet, a chord length of 27.93 feet and a chord bearing of South 80°42'51" West; thence along a curve to the left having a radius of 520.00 feet, an arc length of 16.70 feet, a chord length of 16.70 feet and a chord bearing of North 55°55'42" West; thence, North 56°50'54" West, 137.17 feet; thence along a curve to the right having a radius of 30.24 feet, an arc length of 15.88 feet, a chord length of 16.70 feet and a chord bearing of North 41°48'20" West, to the Point of Beginning.

AND

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida and run South 78°45'42" East, 516.60 feet for a Point of Beginning; thence, North 48°33'57" East, 257.38 feet; thence, South 06°52'36" East, 92.48 feet; thence South 83°07'22" West, 38.40 feet; thence along a curve to the left having a radius of 308.23 feet, an arc length of 184.37 feet, a chord length of 181.03 feet and a chord bearing of South 65°59'12" West, to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida and run North 88°38'48" East, 1161.22 feet for a Point of Beginning; thence, South 20°10'11" East, 32.00 feet; thence South 08°52'38" East, 100.00 feet; thence South 83°06'50" West, 0.63 feet; thence North 06°54'10" West, 45.00 feet; thence North 13°38'36" West, 86.35 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Page 61 of the Public Records of Pasco County, Florida

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and run North 84°04'51" East, 703.07 feet for a Point of Beginning; thence, North 83°08'50" East, 4.18 feet; thence, South 48°33'57" West, 6.08 feet; thence, North 06°52'38" West, 2.88 feet to the Point of Beginning.

**HOLE 15:**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida, and run South 02°33'10" West, 2316.53 feet for a Point of Beginning; thence South 61°41'48" East, 99.08 feet; thence North 83°10'22" East, 785.94 feet; thence South 05°57'02" West, 135.31 feet; thence North 70°13'24" West 94.64 feet; thence South 19°38'20" West, 211.88 feet; thence South 83°01'18" West, 615.82 feet; thence South 07°04'58" East, 94.19 feet; thence South 84°09'20" West, 65.01 feet; thence North 75°45'45" West, 172.80 feet; thence North 08°08'33" West, 178.63 feet; thence North 38°26'14" East, 225.67 feet; thence North 40°19'28" East, 36.60 feet to the Point of Beginning.

**AND**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV, as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida, and run South 61°23'24" East, 737.08 feet for a Point of Beginning; thence along a non-tangential curve to the right having a radius of 161.76 feet, an arc length of 106.18 feet, a chord length of 104.28 feet and a chord bearing of North 55°14'33" East; thence South 06°54'10" East, 89.34 feet; thence North 61°41'48" West, 93.39 feet; thence South 40°19'28" West, 36.60 feet; thence North 38°26'14" East, 16.98 feet to the Point of Beginning.

**AND**

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida and run South 42°38'46" East, 743.78 feet for a Point of Beginning; thence South 06°08'33" East, 178.63 feet; thence along a non-tangential curve to the right having a radius of 132.74 feet, an arc length of 197.30 feet, a chord length of 178.63 feet and a chord bearing of North 08°08'33" West, to the Point of Beginning.



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AND

A portion of Section 17, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida and run South 35°46'28" East, 894.61 feet for a Point of Beginning; thence South 76°46'46" East, 172.80 feet; thence North 84°09'20" East, 52.48 feet; thence South 83°07'22" West, 72.26 feet; thence along a curve to the right having a radius of 189.84 feet, an arc length of 169.66 feet, a chord length of 154.80 feet and a chord bearing of North 72°47'59" West, to the Point of Beginning.

AND

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida and run South 65°46'48" East, 1454.39 feet for a Point of Beginning; thence North 83°01'18" East, 28.69 feet; thence North 19°38'20" East, 211.88 feet; thence South 70°13'24" East, 4.41 feet; thence South 10°21'21" West, 207.44 feet; thence South 83°07'22" West, 38.69 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61, of the Public Records of Pasco County, Florida, and run South 48°04'42" East, 898.85 feet for a Point of Beginning; thence North 83°07'22" East, 689.34 feet; thence South 83°01'18" West, 689.34 feet; thence North 07°04'58", 1.04 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southwest corner TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61 of the Public Records of Pasco County, Florida and run South 44°42'17" East, 1064.58 feet for a Point of Beginning; thence North

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83°07'22" East, 12.63 feet; thence, South 07°04'58" East, 0.23 feet; thence South 84°09'20" W, 12.63 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the southwest corner TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Page 61, of the Public Records of Pasco County, Florida and run South 62°47'42" East, 885.88 feet for a Point of Beginning; thence South 61°41'40" East, 5.68 feet; thence North 83°10'22" East, 409.31 feet; thence South 83°07'22" West, 313.88 feet; thence South 60°48'16" West, 50.04 feet; thence South 83°07'22" West, 50.00 feet; thence, North 08°54'10" West, 5.08 feet to the Point of Beginning.

HOLE 16:

A portion of Section 17 and 20, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the southwest corner of Lot "R" TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1, of the Public Records of Pasco County, Florida, and run South 10°03'11" West, 2623.16 feet for a Point of Beginning; thence South 19°35'49" East, 269.15 feet; thence South 66°42'31" East, 218.24 feet; thence North 83°07'22" East, 700.00 feet; thence South 08°54'10" East, 413.48 feet; thence South 79°50'00" West, 110.51 feet; thence West 850.75 feet; thence North 33°48'47" West, 304.59 feet; thence North 31°28'31" West, 102.70 feet; thence North 04°48'42" West, 238.24 feet; thence North 08°04'28" East, 70.55 feet; thence North 75°58'27" East, 167.84 feet to the Point of Beginning.

HOLE 17:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1, of the Public Records of Pasco County, Florida, and run South 58°12'30" East, 1413.84 feet for a Point of Beginning; thence North 25°11'03" East, 38.04 feet; thence North 35°58'47" East, 200.00 feet; thence North 86°38'25" East, 81.50 feet to the Westerly right-of-way line of Interstate No. 75; thence, along said Westerly right-of-way line, along a curve to the left, having a radius of 11609.16 feet; an arc length of 208.84 feet; a chord length of 208.84 feet and a chord bearing of South 03°54'04" East, thence South 04°25'08" East, along said Westerly right-of-way line, 1485.04 feet; thence, leaving the Westerly right-of-way line of Interstate No. 75, North 51°57'37" West, 222.34 feet; thence North 81°30'08"



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West, 137.56 feet; thence South 88°31'20" West, 330.53 feet; thence South 44°48'05" West, 43.37 feet; thence North 08°11'29" West, 65.00 feet; thence North 08°53'10" West, 65.00 feet; thence North 57°57'18" East, 432.73 feet; thence North 02°07'44" West, 709.13 feet; thence North 00°56'39" East, 303.78 feet to the Point of Beginning.

**HOLE 18:**

A portion of land lying in Section 17, Township 25 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A, as recorded in Plat Book 38, Page 1, of the Public Records of Pasco County, Florida and run South 60°32'44" East, 407.32 feet for a Point of Beginning; thence South 82°04'27" East, 327.30 feet; thence South 14°22'26" West, 373.46 feet; thence South 34°15'26" West, 310.11 feet; thence South 70°03'46" East, 225.83 feet; thence South 78°42'11" East, 227.69 feet; thence North 74°04'59" East, 125.17 feet; thence South 85°27'58" East, 4.72 feet; thence South 04°32'02" West, 293.13 feet; thence South 57°32'48" West, 30.70 feet; thence South 87°01'57" West, 66.27 feet; thence South 81°15'11" West, 47.37 feet; thence South 68°59'01" West, 185.18 feet; thence North 58°21'11" West, 28.53 feet; thence North 44°12'17" West, 80.48 feet; thence North 55°26'67" West, 78.53 feet; thence North 60°28'34" West, 624.95 feet; thence North 25°23'37" East, 316.15 feet; thence North 23°57'50" East, 68.28 feet; thence North 21°50'28" East, 67.82 feet; thence North 19°42'02" East, 67.82 feet; thence North 17°33'36" East, 67.82 feet; thence North 15°25'10" East, 67.82 feet; thence North 13°16'44" East, 153.74 feet to the Point of Beginning.

**GOLF AND COUNTRY CLUB:**

Lot "R", TAMPA BAY GOLF AND TENNIS COUNTRY CLUB - PHASE III A, as recorded in Plat Book 38, Page 1, of the Public Records of Pasco County, Florida.

**PAR 3 EXECUTIVE GOLF COURSE:**

A portion of Section 8, Township 25 South, Range 20 East, Pasco County, Florida, described as follows:

Commence at the Southeast corner of Lot "S", Gasquea Subdivision as recorded in Plat Book 2, Page 19, Public Records of Pasco County, Florida; thence along the East lot line of said Lot "S" North 02°12'00" East, 02.94 feet to the Southerly right-of-way line of State Road No. 52, also known as County Road No. 52, thence along said line North 84°28'14" East, 97.30 feet to the Northeast corner of Old Tampa Bay Drive, as recorded in the Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I in Plat Book 31, Pages 135 through 140, of the Public Records of Pasco County, Florida; thence along the Easterly right-of-way line of said Old Tampa Bay Drive, South 05°33'46" East, 230.00 feet for a POINT OF BEGINNING; thence leaving said Easterly right-of-way line

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continue South 05°33'46" East, 232.42 feet; thence North 04°26'14" East, 427.02 feet; thence South 24°10'51" East, 433.68 feet; thence South 89°59'00" East, 325.00 feet to the Westerly right-of-way line of Interstate No. 76; thence along said line South 03°57'14" West, 1,110.71 feet; thence leaving the Westerly right-of-way line of Interstate No. 76, run along the North boundary lines of said Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B the following (3) courses and distances, (1) thence North 50°33'05" West, 423.27 feet (2) thence North 71°27'38" West, 162.31 feet (3) thence North 79°53'50" West, 391.00 feet to the Northwest corner of said Tract "L" and the North boundary line of Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE III B, thence continuing along the Easterly boundary line of the aforesaid Plat of TAMPA BAY GOLF AND TENNIS CLUB - PHASE I the following (6) courses and distances; (1) North 20°17'17" West, 340.00 feet, (2) thence along a curve to the right having a radius of 695.00 feet, an arc of 284.06 feet, a chord length of 281.87 feet and a chord bearing of North 08°10'02" West, (3) North 03°57'14" East, 338.69 feet; (4) thence along a curve to the right having a radius of 200.00 feet, an arc length of 103.79 feet, a chord length of 102.63 feet and a chord bearing of North 16°49'14" East, (5) North 33°41'14" East 79.54 feet, (6) thence along a curve to the left having a radius of 300.00 feet, an arc length of 205.52 feet, a chord length of 201.52 feet and a chord bearing of North 14°03'44" East, to the POINT OF BEGINNING.

DRIVING RANGE:

A portion of Section 17, Township 26 South, Range 20 East, Pasco County, Florida described as follows:

Commence at the Southwest corner of Lot "R", TAMPA BAY GOLF AND TENNIS CLUB - PHASE III A as recorded in Plat Book 38, Page 1 of the Public Records of Pasco County, Florida, and run North 54°01'43" West, 124.67 to the Point of Beginning; thence South 53°51'47" West, 112.03 feet; thence South 32°44'04" West, 31.38 feet; thence North 89°00'55" West, 518.88 feet; thence North 83°05'45" West, 115.28 feet; thence North 70°13'04" West, 273.75 feet; thence North 24°45'27" West, 109.90 feet; thence North 05°14'33" East, 102.66 feet; thence South 25°42'00" East, 24.42 feet; thence North 80°03'10" East, 84.24 feet; thence North 63°55'55" East, 308.72 feet; thence North 80°39'11" East, 360.60 feet; thence South 44°22'43" East, 91.16 feet; thence South 72°35'41" East, 154.89 feet; thence South 03°50'15" East, 141.76 feet to the Point of Beginning.

COMMUNITY CENTER:

Tract "A", TAMPA BAY GOLF AND TENNIS CLUB - PHASE I, as recorded in Plat Book 31, Pages 135 through 140, of the Public Records of Pasco County, Florida.

MAINTENANCE AREA:

A portion of Sections 17 and 18, Township 26 South, Range 20 East, Pasco County, Florida described as follows:



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Commence at the Southwest corner of TAMPA BAY GOLF AND TENNIS CLUB - PHASE II A - UNIT 2 as recorded in Plat Book 32, Page 126 of the Public Records of Pasco County, Florida and run South 03°12'00" West, along the Easterly right-of-way line of Old Pasco Road, 1356.66 feet; thence South 02°38'00" West, along said Easterly right-of-way line, 266.30 feet for a Point of Beginning; thence, leaving said Easterly right-of-way line, South 87°22'00" East, 51.29 feet; thence along a curve to the right having a radius of 380.00 feet, an arc length of 143.37 feet, a chord length of 142.42 feet and a chord bearing of South 75°57'28" East; thence South 02°38'00" West, 136.89 feet; thence South 42°06'10" West, 58.24 feet; thence South 14°17'01" West, 30.51 feet; thence South 04°57'03" West, 29.22 feet; thence North 87°08'58" West, 147.82 feet to the aforementioned Easterly right-of-way line of Old Pasco Road; thence North 02°38'00" East, along said Easterly right-of-way line, 266.80 feet to the Point of Beginning.

ADDITIONAL GOLF COURSE PARCELS:

That portion of Tract E of TAMPA BAY GOLF AND TENNIS CLUB II A, UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Page 126, of the Public Records of Pasco County, Florida, as described in Official Records Book 4137, Page 1695 of the Public Records of Pasco County, Florida;

AND

Lot 1 of TAMPA BAY GOLF AND TENNIS CLUB PHASE I, according to the Plat thereof, recorded in Plat Book 31, Pages 135-140, of the Public Records of Pasco County, Florida, as described in Official Records Book 4137, Page 1695, of the Public Records of Pasco County, Florida; less the Westerly 1/2 thereof.

AND

PARCELA:

A portion of land lying in Section 17, Township 25 South, Range 20 East, Pasco County, Florida being described as follows:

Commence at the Northeast corner of Lot 18, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Pages 61 through 71, of the Public Records of Pasco County, Florida; thence North 42°08'10" West, 221.63 feet; thence South 56°41'46" West, 53.87 feet for a Point of Beginning; thence South 42°48'30" West, 48.76 feet; thence North 33°18'14" West, 11.70 feet; thence North 56°41'46" East, 47.33 feet to the Point of Beginning.

AND

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PARCEL C:

A portion of land lying in Section 17, Township 25 South, Range 20 East, Pasco County, Florida being described as follows:

Commence at the Northeast corner of Lot 18, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 45, Pages 61 through 71, of the Public Records of Pasco County, Florida; thence North 42°08'10" West, 234.60 feet for a Point of Beginning; thence South 42°48'39" West, 4.34 feet; thence North 33°18'14" West, 113.46 feet to a point on a non-tangent curve to the right with a radius of 20.00 feet, an arc length of 2.91 feet, a chord distance of 2.91 feet and a chord bearing of South 37°19'21" East; thence South 32°08'03" East, 74.83 feet; thence along a curve to the left with a radius of 95.00 feet, an arc length of 14.00 feet, a chord distance of 14.89 feet and a chord bearing of South 37°38'32" East; thence South 42°08'10" East, 20.08 feet to the Point of Beginning.

AND

PARCEL G:

A portion of land lying in Section 17, Township 25 South, Range 20 East, Pasco County, Florida being described as follows:

Commence at the Southwest corner of Lot 18, TAMPA BAY GOLF AND TENNIS CLUB - PHASE VA as recorded in Plat Book 53, Pages 19 and 20 of the Public Records of Pasco County, Florida for a Point of Beginning; thence South 58°53'54" East, 26.22 feet; thence South 16°47'34" West, 129.44 feet; thence South 79°54'37" East, 95.72 feet; thence South 00°17'34" East, 10.08 feet; thence South 86°52'56" West, 99.87 feet; thence North 03°07'04" West, 77.74 feet; thence along a curve to the right having a radius of 160.00 feet, an arc length of 96.56 feet, a chord length of 94.14 feet and a chord bearing of North 13°59'31" East; thence North 31°08'00" East, 1.04 feet to the Point of Beginning.

AND

PARCEL H:

A portion of land lying in Section 17, Township 25 South, Range 20 East Pasco County, Florida being described as follows:

Commence at the Northwest corner of Lot 97, TAMPA BAY GOLF AND TENNIS CLUB - PHASE VB as recorded in Plat Book 55, Pages 23 through 29, of the Public Records of Pasco County, Florida; thence South 28°45'46" East, 139.89 feet for a Point of Beginning; thence continue South 28°45'46" East, 1.11 feet; thence South 88°28'37" West, 5.18 feet; thence North 74°20'22" East, 4.85 feet to the Point of Beginning.



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**LESS AND EXCEPT:**

Parcels B-D-E-F-I and J, as conveyed in Special Warranty Deed recorded in Official Records Book 7686, at Page 1288, and being more particularly described as follows:

**PARCEL B:**

A portion of land lying in Section 17, Township 25 South, Range 20 East Pasco County, Florida being described as follows:

Commence at the Northeast corner of Lot 18, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Pages 61 through 71 of the Public Records of Pasco County, Florida; thence North 42°08'10" West, 221.63 feet; thence South 66°41'45" West, 6.20 feet for a Point of Beginning; thence continue South 66°41'45" West 47.67 feet; thence North 42°48'39" East, 49.10 feet; thence South 33°18'14" East, 11.78 feet to the Point of Beginning.

**PARCEL D:**

A portion of land lying in Section 17, Township 25 South, Range 20 East Pasco County, Florida being described as follows:

Commence at the Northeast corner of Lot 18, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Pages 61 through 71 of the Public Records of Pasco County, Florida; thence North 42°08'10" West, 221.63 feet; thence South 66°41'45" West, 6.20 feet; thence North 33°18'14" West, 125.24 feet for a Point of Beginning; thence along a curve to the left having a radius of 20.00 feet, and arc length of 4.94 feet, a chord distance of 4.93 feet and a chord bearing of North 48°34'21" West; thence North 52°17'32" East, 1.30 feet; thence South 33°18'14" East, 4.85 feet to the Point of Beginning.

**PARCEL E:**

A portion of land lying in Section 17, Township 25 South, Range 20 East, Pasco County, Florida being described as follows:

Commence at the Northeast corner of Lot 17, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Pages 61 through 71 of the Public Records of Pasco County, Florida; thence North 43°09'25" West, 34.70 feet for a Point of Beginning; thence continue North 43°09'25" West a distance of 100.01 feet; thence North 33°18'15" West, 86.21 feet; thence South 63°01'54" East, 0.59 feet; thence South 33°08'53" East; 65.73 feet; thence South 42°08'10" East, 211.64 feet to the Point of Beginning.

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**PARCEL F:**

A portion of land lying in Section 17, Township 26 South, Range 20 East Pasco County, Florida being described as follows:

Commence at the Northeast corner of Lot 17, TAMPA BAY GOLF AND TENNIS CLUB - PHASE IV as recorded in Plat Book 46, Pages 61 through 71 of the Public Records of Pasco County, Florida; thence North 43°09'26" West, 34.70 feet; thence North 42°08'10" West, 211.64 feet; thence North 33°08'59" West, 68.73 feet; thence North 63°01'54" West, 0.59 feet for a Point of Beginning; thence South 85°34'27" West, 06.15 feet; thence North 33°18'14" West, 65.14 feet; thence North 08°34'04" East, 33.37 feet; thence North 40°46'43" East, 73.84 feet; North 40°12'17" East, 280.59 feet; thence North 03°42'10" East, 27.03 feet; thence South 03°21'20" East, 181.46 feet; thence South 86°38'40" West, 110.00 feet; thence South 03°21'20" East, 22.11 feet; thence along a curve to the right with a radius of 190.00 feet, an arc length of 133.72 feet, a chord distance of 130.98 feet, and a chord bearing of South 16°48'23" West; thence South 53°01'54" East, 23.95 feet to the Point of Beginning.

**PARCEL I:**

A portion of land lying in Section 17, Township 26 South, Range 20 East Pasco County, Florida being described as follows:

Commence at the Northwest corner of Lot 97, TAMPA BAY GOLF AND TENNIS CLUB - PHASE VB as recorded in Plat Book 66, Pages 23 and 29 of the Public Records of Pasco County, Florida and run South 20°45'46" East, 139.89 feet; thence South 74°20'22" West, 4.85 feet for a Point of Beginning; thence continue South 74°20'22" West, 16.73 feet; thence South 01°04'11" West, 98.33 feet; thence North 80°55'49" West, 209.03 feet; thence North 01°04'11" East, 95.00 feet; thence North 88°55'49" West, 177.76 feet; thence North 83°57'15" West, 67.64 feet; thence South 89°08'51" East, 442.21 feet; thence North 86°26'37" East, 18.10 feet to the Point of Beginning.

**PARCEL J:**

A portion of land lying in Section 20, Township 26 South, Range 20 East Pasco County, Florida being described as follows:

Begin at the Northwest corner of Lot 107, TAMPA BAY GOLF AND TENNIS CLUB - PHASE VC as recorded in Plat Book 60, Pages 16 through 23 of the Public Records of Pasco County, Florida; thence South 79°59'00" West, 98.70 feet; thence North 65°42'14" East, 19.90 feet; thence North 73°20'11" East, 46.58 feet; thence South 16°31'49" East, 17.72 feet to the Point of Beginning.



Lots 134, 136, 142, 144 145, 151, 156, 165, 167, 169, 396, 397 and 423

Lots 130, 143, 146, 147, 148, 152, 157, 159, 160, 166, 335, 336, 337, 340, 343, 344, 345, 347, 348, 351, 353, 354, 355, 357, 358, 359, 360, 361, 364, 365, 366, 372, 373, 376, 380, 381, 382, 383, 384, 385, 386, 389, 390, 394, 395, 399, 401, 402, 403, 404, 406, 408, 409, 417, 418, 421, 425, 426, 427, 428, 429, 430, 432, 435, 438, 439, 441, 442, 443, 445, 493.

Lot 357

Lots 163

Lots 132, 134, 135, 136, 145, 158, 334, 338, 341, 342, 352, 356, 363, 367, 368, 369, 370, 374, 378, 379, 391, 393, 396, 397, 400, 405, 410, 416, 419, 420, 422, 423, 431, 433, 434, 436, 437, 440, 444, 492

Lots 141, 142, 144, 362

Lots 139, 140, 151, 156, 164, 371, 388, 415, 490

Lot 387

Lots 375

Lots 350 and 377

**All of Tampa Bay Golf and Tennis Club Phase IIB, according to the plat thereof recorded in Plat Book 34, Pages 81 through 86, Public Records of Pasco County, Florida.**

Lots 3, 6, 7, 8, 19, 24, 25, 27, 31, 41, 42, 44, 47, 48, 49, 58, 59, 64, 70, 73, 78, 92, 97, 99, 104, 105, 109, 111, 114, 121, 123, 128.

Lots 1, 2, 4, 9, 10, 11, 12, 13, 14, 16, 20, 22, 23, 24, 26, 28, 30, 32, 38, 40, 41, 43, 45, 51, 53, 60, 66, 67, 68, 71, 72, 74, 75, 76, 80, 82, 83, 84, 86, 87, 95, 96, 98, 101, 107, 110, 113, 116, 118, 127, 128 and 129

Lots 5 and 52

Lots 15, 17, 18, 33, 34, 79, 81, 85, 90, 100, 103, 106, 126.

Lot 112

Lots 124 and the East 20.0 feet of Lot 123

Lots 21 and 122

**All of Tampa Bay Golf and Tennis Club Phase I, according the to plat thereof recorded in Plat Book 31, Pages 135 through 140, Public Records of Pasco County, Florida.**

Lots 217, 222, 223, 224, 225, 228, 229, 230, 317, 318, 324, 327, 411, 412

Lots 215, 216, 226, 227, 320, 321, 323, 325, 326, 328, 330, 333.

Lot 221

Lots 214, 319, 331, 332

Lot 218

**All of Tampa Bay Golf and Tennis Club Phase IIA, Unit 1, according the to plat thereof recorded in Plat Book 32, Pages 106 through 109, Public Records of Pasco County, Florida.**

Lots 168, 173, 178, 185, 191, 194, 195, 198, 200, 202, 206, 207, 208, 212, 213, 218, 413, 424, 446, 447, 449, 450, 451, 452, 453, 454, 459, 460, 462, 479, 480, 482, 485, 488, 494, 496, 500, 507, 513, 514, 520, 521, 525, 526, 529

Lots 167, 169, 177, 185, 186, 187, 193, 196, 199, 201, 203, 204, 205, 209, 210, 211, 456, 458, 464, 465, 466, 467, 468, 470, 473, 474, 475, 483, 484, 495, 496, 497, 510, 512, 516, 519

Lots 188, 448, 469, 481, 501

Lots 171, 175, 179, 183, 190, 192, 197, 455, 461, 463, 476, 477, 478, 479, 505, 508, 509, 511, 515, 517, 523, 527, 530, 531

Lots 176, 522

Lots 503, 506

Lot 184

**All of Tampa Bay Golf and Tennis Club Phase IIA, Unit 2, according the to plat thereof recorded in Plat Book 32, Pages 126 through 132, Public Records of Pasco County, Florida.**

Lots 17, 18, 21, 23, 24, 26, 27, 28, 31, 32, 33, 35, 37, 39, 50, 51, 52, 71, 85, 86, 87, 89, 119, 121, 122, 123, 124, 130, 165, 166, 167, 168, 169, 181, 183, 188, 189, 190, 191, 192, 193, 194, 195, 196, 199, 200, 201, 202, 206, 210, 211, 212, 215, 216, 217, 218, 220, 221, 223, 225, 226, 227, 228, 229, 230, 231, 232, 235, 236, 238.

Lot 36

Lots 1, 2, 19, 20, 29, 30, 34, 41, 84, 118, 120, 127, 129, 198, 203, 204, 205, 207, 209, 214, 233, 237

Lot 22

Lot 219

**All of Tampa Bay Golf and Tennis Club Phase III-A, according the to plat thereof recorded in Plat Book 38, Pages 1 through 6, Public Records of Pasco County, Florida.**



Lots 73, 83, 93, 98, 99, 100, 101, 116, 145, 147, 148, 156, 157

Lots 94, 117

Lots 72, 90, 149

**All of Tampa Bay Golf and Tennis Club Phase III-B, according the to plat thereof recorded in Plat Book 38, Pages 30 through 33, Public Records of Pasco County, Florida.**

Tampa Bay Community Association, Inc.			
Name	OR Book	Page	Date of Recordation
Tampa Bay Golf and Tennis Club - Phase IV	45	61	3/28/2003
Tampa Bay Golf and Tennis Club - Phase VA	53	19	3/11/2005
Tampa Bay Golf and Tennis Club - Phase VB	55	23	8/17/2005
Tampa Bay Golf and Tennis Club - Phase VC	56	16	10/5/2005
Tampa Bay Golf and Tennis Club - Phase VII	65	102	10/23/2008
Tampa Bay Golf and Tennis Club - Phase VI	65	121	1/7/2009
Quit Claim Deed	9512	3614	3/21/2017
Special Warranty Deed	8495	1506	12/29/2010
Quit Claim Deed	8478	353	12/3/2010
Quit Claim Deed	8478	349	12/3/2010
Quit Claim Deed	8459	546	11/4/2010
Quit Claim Deed	8459	542	11/4/2010
Special Warranty Deed	8459	511	11/4/2010
Quit Claim Deed	7476	414	4/27/2007
Quit Claim Deed	8478	356	12/3/2010
Quit Claim Deed	7708	1351	12/7/2007
Quit Claim Deed	5361	1820	5/19/2003
Quit Claim Deed	7677	511	11/1/2007
Quit Claim Deed	8040	60	3/13/2009
Quit Claim Deed	8040	56	3/13/2009
Quit Claim Deed	8953	1051	11/4/2013
Quit Claim Deed	9413	1903	8/16/2016
Quit Claim Deed	9413	2752	8/16/2016
Final Judgment Quieting Title	9515	2254	3/28/2017



	<b>Document</b>	<b>Date of Recordation</b>	<b>OR Book/Page</b>
	Master Declaration for Tampa Bay	8/25/00	OR 4431/734
	1 <sup>st</sup> Amendment to Master Declaration	12/27/02	OR 5183/1791
	1 <sup>st</sup> Supplement to Master Declaration	4/8/03	OR 5308/402
	Amendment to Master Declaration	5/19/03	OR 5361/1817
	2 <sup>nd</sup> Supplement to Master Declaration	12/8/03	OR 5650/662
	Covenant to Run with Land to Lot Owners in Phases I; II-A, Unit 1; II-A, Unit 2; & II-B	3/19/04	OR 5773/839 thru OR 5773/1253
	Certificate of Second Amendment to Master Declaration	4/26/05	OR 6338/270
	Certificate of 3 <sup>rd</sup> Amendment to Master Declaration	10/6/05	OR 6625/114
	Certificate of 4 <sup>th</sup> Amendment to Master Declaration	11/1/05	OR 6671/719
	Covenant to Run with Land re Lots 163 & 357, Phase II-B	11/7/07	OR 7696/1068 OR 7696/1074
	3 <sup>rd</sup> Supplement to Master Declaration	6/17/10	OR 8356/642
	4 <sup>th</sup> Supplement to Master Declaration	7/9/10	OR 8373/146
	5 <sup>th</sup> Supplement to Master Declaration	7/15/10	OR 8376/125
	Amendment to the Master Declaration	11/4/10	8458/1878
	6 <sup>th</sup> Supplement	1/11/11	8501/1905
	7 <sup>th</sup> Supplement	5/6/11	8550/842
	8 <sup>th</sup> Supplement	3/29/12	8676/2203
	9 <sup>th</sup> Supplement	4/24/12	8688/550
	10 <sup>th</sup> Supplement	9/25/12	8759/800
	11 <sup>th</sup> Supplement	12/14/12	8799/1948
	12 <sup>th</sup> Supplement	3/17/14	9006/3464

## Exhibit "B"

Address	Zip	Phase	Lot	Plat Book and Page
29243 Caddyshack Ln.	San Antonio, FL 33576	IIB	414	34/81
10433 Collar Dr.	San Antonio, FL 33576	IIIB	115	38/30
10529 Collar Dr.	San Antonio, FL 33576	IIIA	125	38/1
10736 Collar Dr.	San Antonio, FL 33576	IIIA	184	38/1
10906 Collar Dr.	San Antonio, FL 33576	IIIA	170	38/1
10923 Collar Dr.	San Antonio, FL 33576	IIIA	222	38/1
11228 Corey Pavin Ln.	San Antonio, FL 33576	I	108	31/135
11317 Corey Pavin Ln.	San Antonio, FL 33576	I	54 & 1/2 55	31/135
10645 Cup Dr.	San Antonio, FL 33576	IIA, Unit 2	518	32/126
10722 Cup Dr.	San Antonio, FL 33576	IIA, Unit 2	457	32/126
10723 Cup Dr.	San Antonio, FL 33576	IIA, Unit 2	524	32/126
10747 Cup Dr.	San Antonio, FL 33576	IIA, Unit 2	528	32/126
10721 Duck Hook Ct.	San Antonio, FL 33576	IIIA	224	38/1
10748 Hock Lane	San Antonio, FL 33576	IIA, Unit 2	498 & 499	32/126
10751 Hock Lane	San Antonio, FL 33576	IIA, Unit 2	486	32/126
29236 Kapalua Way	San Antonio, FL 33576	I	120 & part of 121	31/135
29241 Kapalua Way	San Antonio, FL 33576	I	57	31/135
29235 Kapalua Way	San Antonio, FL 33576	I	56 & 1/2 55	31/135
29324 Marker Loop	San Antonio, FL 33576	IIIA	25	38/1
29345 Marker Loop	San Antonio, FL 33576	IIIA	40	38/1
29424 Marker Loop	San Antonio, FL 33576	IIIA	38	38/1
10240 Moshie Ln	San Antonio, FL 33576	IIB	155	34/81
10204 Moshie Ln.	San Antonio, FL 33576	IIB	149	34/81
10209 Moshie Ln.	San Antonio, FL 33576	IIB	392	34/81
10210 Moshie Ln.	San Antonio, FL 33576	IIB	150	34/81
10228 Moshie Ln.	San Antonio, FL 33576	IIB	153	34/81
10322 Moshie Ln.	San Antonio, FL 33576	IIB	161	34/81
10328 Moshie Ln.	San Antonio, FL 33576	IIB	162	34/81
10345 Moshie Ln.	San Antonio, FL 33576	IIB	491	34/81
10346 Moshie Ln.	San Antonio, FL 33576	IIB	165	34/81
10403 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	489	32/126
10421 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	502	32/126
10422 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	170	32/126
10433 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	504	32/126
10434 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	172	32/126



## Exhibit "B"

10446 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	174	32/126
10811 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	471	32/126
10815 Moshie Ln.	San Antonio, FL 33576	IIA, Unit 2	472	32/126
11052 Moshie Ln.	San Antonio, FL 33576	IIB	339	34/81
11053 Moshie Ln.	San Antonio, FL 33576	IIB	407	34/81
29029 Princeville Dr.	San Antonio, FL 33576	IIB	138	34/81
29035 Princeville Dr.	San Antonio, FL 33576	IIB	137	34/81
29126 Princeville Dr.	San Antonio, FL 33576	IIB	349	34/81
29127 Princeville Dr.	San Antonio, FL 33576	IIB	131	34/81
29153 Princeville Dr.	San Antonio, FL 33576	I	35	31/135
29205 Princeville Dr.	San Antonio, FL 33576	I	36	31/135
29211 Princeville Dr.	San Antonio, FL 33576	I	37	31/135
29275 Princeville Dr.	San Antonio, FL 33576	I	119	31/135
29307 Princeville Dr.	San Antonio, FL 33576	I	117	31/135
29323 Princeville Dr.	San Antonio, FL 33576	I	91	31/135
29341 Princeville Dr.	San Antonio, FL 33576	I	94	31/135
29431 Princeville Dr.	San Antonio, FL 33576	I	102	31/135
29339 Schinnecock Hills Ln.	San Antonio, FL 33576	IIA, Unit 1	329	32/106
29344 Schinnecock Hills Ln.	San Antonio, FL 33576	IIA, Unit 1	219	32/106
29352 Schinnecock Hills Ln.	San Antonio, FL 33576	IIA, Unit 1	220	32/106
29435 Schinnecock Hills Ln.	San Antonio, FL 33576	IIA, Unit 1	322	32/106
29533 Waggle Dr.	San Antonio, FL 33576	IIIA	88	38/1
29301 Zeller Ave.	San Antonio, FL 33576	I	125 & part of 126	31/135
29306 Zeller Ave.	San Antonio, FL 33576	I	115	31/135
29315 Zeller Ave.	San Antonio, FL 33576	I	61	31/135
29320 Zeller Ave.	San Antonio, FL 33576	I	89	31/135
29321 Zeller Ave.	San Antonio, FL 33576	I	62	31/135
29321 Zeller Ave.	San Antonio, FL 33576			31/135
29326 Zeller Ave.	San Antonio, FL 33576	I	88	31/135
29327 Zeller Ave.	San Antonio, FL 33576	I	63	31/135
29335 Zeller Ave.	San Antonio, FL 33576	I	65	31/135
29407 Zeller Ave.	San Antonio, FL 33576	I	69	31/135
29436 Zeller Ave.	San Antonio, FL 33576	I	77	31/135
	San Antonio, FL 33576			31/135
29146 Princeville Dr	San Antonio, FL 33576	I	29	31/135
10744 Collar Dr	San Antonio, FL 33576	IIIA	182	38/1
29111 Princeville Dr	San Antonio, FL 33576	IIB	133	34/81
10234 Moshie Ln	San Antonio, FL 33576	IIB	154	34/81
10835 Duck Hook Ct	San Antonio, FL 33576	IIIA	234	38/1
29225 Princeville Dr	San Antonio, FL 33576	I	39	31/135

## Exhibit "B"

10127 Moshie Ln	San Antonio, FL 33576	IIB	398	34/81
11229 Corey Pavin Ln	San Antonio, FL 33576	I	46	31/135
11253 Corey Pavin Ln	San Antonio, FL 33576	I	50	31/135
10741 Hock Ln	San Antonio, FL 33576	IIA, Unit 2	487	32/126
10829 Collar Dr	San Antonio, FL 33576	IIIA	213	38/1
10628 Moshie Ln	San Antonio, FL 33576	IIA, Unit 2	189	32/126
29335 Princeville Dr	San Antonio, FL 33576	I	93	31/135

All other properties that may be acquired by the board of directors from time to time and all other properties whose owners may consent and join to this Declaration.



AMENDED ARTICLES OF INCORPORATION  
OF  
TAMPA BAY COMMUNITY ASSOCIATION, INC.

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ARTICLE 1 – NAME AND ADDRESS

The name of the corporation is: TAMPA BAY COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the “COMMUNITY ASSOCIATION”). The address of the principal office of the COMMUNITY ASSOCIATION and the mailing address of the COMMUNITY ASSOCIATION is 10641 Old Tampa Bay Drive, San Antonio, Florida 33576.

ARTICLE 2 – PURPOSE

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2 To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.

2.3 To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION, and accepted by the BOARD.

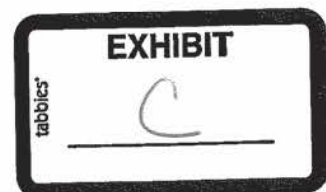
2.4. To promote the health, safety, welfare, comfort, and social and economic welfare of the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE 3 – POWERS

The COMMUNITY ASSOCIATION shall have the following powers:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2 All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.



3.3 To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4 To make and collect ASSESSMENTS against the OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6 To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, directors, the OWNERS, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7 To operate, maintain, repair, and improve all COMMON AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8 To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the OWNERS and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.11 To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY as permitted by any controlling governmental authorities, including all lakes, ponds, retention areas, culverts, and related appurtenances.

3.12 To sue and be sued.

#### ARTICLE 4 - MEMBERS

4.1 MEMBERS.

4.1.1 OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Such memberships shall be initially established upon the recording of these



ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

4.1.2 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(s).

4.2 Transfer of Membership. In the case of an OWNER, transfer of membership in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER designated by such instrument of conveyance thereby becoming a member, and the prior OWNER'S membership thereby being terminated. In the event of death of an OWNER, his or her membership shall be automatically transferred to his or her heirs or successors in interest. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the COMMUNITY ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNERS of the PROPERTY to provide such true copy of said instrument to the COMMUNITY ASSOCIATION.

4.3 The share of an OWNER in the funds and assets of the COMMUNITY ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the PROPERTY associated with the membership of the OWNER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

4.4 OWNERS' Voting Rights. The total number of OWNERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.4.1 Each OWNER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within the PROPERTY associated with the membership of such OWNER at the time of such vote.

4.5 The BYLAWS shall provide for an annual meeting of the members of the COMMUNITY ASSOCIATION and may make provision for special meetings of the members.

## ARTICLE 5 – DIRECTORS

5.1 The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD consisting of ten (10) directors, in accordance with the DECLARATION and BYLAWS. Each PARCEL ASSOCIATION shall elect one director or appoint the PARCEL ASSOCIATION President to sit on the COMMUNITY ASSOCIATION BOARD.

5.2 All of the duties and powers of the COMMUNITY ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the OWNERS only when specifically required.

5.3 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS.

## ARTICLE 6 - OFFICERS

The officers of the COMMUNITY ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

## ARTICLE 7 – INDEMNIFICATION

7.1 The COMMUNITY 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 or she is or was a director, employee, officer or agent of the COMMUNITY ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his or her duty to the COMMUNITY ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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 or she reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, that he or she had no reasonable cause to believe that his or her conduct was unlawful.



7.2 To the extent that a director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

7.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the COMMUNITY ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by a majority vote of the OWNERS.

7.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized in this Article.

7.5 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 OWNERS or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a PERSON who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a PERSON.

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

#### ARTICLE 8 - BYLAWS

The first BYLAWS shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the BYLAWS.

### ARTICLE 9 - AMENDMENTS

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

9.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the OWNERS, which may be the annual or a special meeting.

9.2 Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each OWNER entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the OWNERS. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 At such meeting, a vote of the OWNERS entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the OWNERS who are voting, either in person or by proxy, at a duly-called meeting of the COMMUNITY ASSOCIATION at which a quorum is present.

9.4 Any number of amendments may be submitted to the OWNERS and voted upon by them at any one meeting.

9.5 Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

### ARTICLE 10 - TERM

The COMMUNITY ASSOCIATION shall have perpetual existence.

### ARTICLE 11 - INCORPORATOR

The name and street address of the incorporator is: Eric A. Simon, 2825 University Drive, Suite 300, Coral Springs, Florida 33065.

### ARTICLE 12 – INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT

The initial registered office of the COMMUNITY ASSOCIATION shall be at 2825 University Drive, Suite 300, Coral Springs, Florida 33065. The initial registered agent of the COMMUNITY ASSOCIATION at that address is Eric A. Simon.



ARTICLE 13 – DISSOLUTION

The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of 80% of all of the OWNERS. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

WHEREFORE, the incorporator and the initial registered agent have executed these ARTICLES. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

BYLAWS OF  
TAMPA BAY COMMUNITY ASSOCIATION, INC.,  
a Florida corporation not-for-profit

1. GENERAL

1.1. Identity. These are the BYLAWS OF TAMPA BAY COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Declaration for Tampa Bay Community Association, Inc. (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2. Principal Office. The principal office of the COMMUNITY ASSOCIATION shall be at 10641 Old Tampa Bay Drive, San Antonio, FL 33576 or such place as the BOARD may determine from time to time.

1.3. Fiscal Year. The fiscal year of the COMMUNITY ASSOCIATION shall be the calendar year.

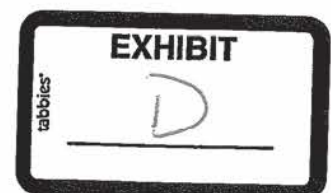
1.4. Seal. The seal of the COMMUNITY ASSOCIATION shall have inscribed upon it the name of the COMMUNITY ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the COMMUNITY ASSOCIATION.

1.5. Inspection of Books and Records. The records of the COMMUNITY ASSOCIATION shall be open to Inspection by the OWNERS or their authorized agents after providing the COMMUNITY ASSOCIATION with a written request for access to same. The Board of Directors shall have the authority to adopt reasonable policies, rules and regulations concerning such requests and the processing of same. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the COMMUNITY ASSOCIATION, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION.

1.6. Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the DECLARATION.

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. The Members of the COMMUNITY ASSOCIATION shall be the OWNERS of UNITS. When a UNIT is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each OWNER shall be a Member of the COMMUNITY ASSOCIATION by virtue of being a record owner of title to a UNIT. No mortgagee shall be deemed to be a Member merely by holding a mortgage or having a financial





interest in a UNIT or LOT. Lessees of UNITS shall not be Members. All matters of voting shall, however, be determined on a UNIT basis, as provided for in the DECLARATION, ARTICLES and herein.

2.2. Changes in Members. Change of membership in the COMMUNITY ASSOCIATION shall be as provided in the ARTICLES.

2.3. Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing: (i) the names of the OWNERS of each LOT or UNIT; (ii) the legal description and address of the LOT or UNIT; (iii) the address of each OWNER for purposes of notices required to be given to the OWNER; and (iv) whether each OWNER is in good standing. Upon request from the COMMUNITY ASSOCIATION, each PARCEL ASSOCIATION shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS subject to the jurisdiction of the PARCEL ASSOCIATION. Each OWNER shall at all times advise the secretary of any change of address of the OWNER. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the COMMUNITY ASSOCIATION in writing of its mortgage, which shall include a citation to the official records book and page where the mortgage is recorded in Pasco County official records.

### 3. MEMBERSHIP VOTING.

3.1. Voting Rights. There shall be one vote for each UNIT.

3.2. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes cast in person or by proxy at a meeting of the OWNERS at which a quorum is present shall be binding upon all OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided herein or required by law, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast 15% of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.3. Determination as to Voting Rights.

3.3.1. OWNERS. If a UNIT is owned by more than one individual or by an entity, the OWNERS shall be collectively entitled to one vote for the UNIT. If, at the time the vote is to be cast, a dispute arises between the co-OWNERS as to how the vote will be cast, they shall lose the right to cast a vote on the matter being voted upon, but the UNIT shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this Paragraph, the principals or partners of any entity (other than a corporation) shall be deemed CO-OWNERS, and the directors and officers of a corporation shall be deemed CO-OWNERS.

3.3.2 Designation of Voting Representative. The right to cast the vote attributable to each UNIT shall be determined, established and limited pursuant to the provisions of this section:

(a) Single owner: If the UNIT is owned by one natural person, that person shall be entitled to cast the vote for the UNIT.

(b) Multiple owners: If a UNIT is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the UNIT shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) Life Estate with Remainder Interest: If a UNIT is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the UNIT. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a UNIT in fee in the same manner as the life tenants own the life estate.

(d) Corporations: If a UNIT is owned by a corporation, the officers or employees thereof entitled to cast the vote for the UNIT shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.

(e) Partnership: If a UNIT is owned by a general or limited partnership, the general partner entitled to cast the vote for the UNIT shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustees: If a UNIT is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the UNIT. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the UNIT by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estates and Guardianships: If a UNIT is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such UNIT upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety: If a UNIT is owned by a husband and a wife as tenants by the entirety, they may designate a voting member in the same manner as other multiple owners. If no certificate designating a voting member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their UNIT without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their UNIT, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the UNIT may still be counted for purposes of a quorum.

(i) Leases: If a UNIT is leased, the owner-lessor shall be entitled to cast the vote for the UNIT, except that the owner may designate a lessee as the person entitled to cast the vote for the UNIT by a certificate executed by all owners and filed with the Secretary of the Association.



(j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the event voting certificate is required but has not been filed, the UNIT shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such UNIT shall lose the right to vote on any particular matter unless all owners required to execute the certificate concur on the manner in which the vote of the UNIT is to be cast on that matter.

(k) Limitation: If there has been a change in ownership of a UNIT, until such change has been approved by the Association as required by the Declaration, the vote attributable to such UNIT shall not be counted for any purpose.

3.4. Proxies. Votes may be cast in person or by proxy. Every OWNER entitled to vote at a meeting of the OWNERS, or to express consent or dissent without a meeting, may authorize another person to act on the OWNER'S behalf by a limited proxy signed by such OWNER. OWNERS may not vote by general or limited proxy. Any such proxy shall be delivered to the Secretary of the COMMUNITY ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it is given. Every proxy shall be revocable at any time at the pleasure of the OWNER executing it.

#### 4. MEMBERSHIP MEETINGS.

4.1. Who May Attend. Any OWNER, or any person entitled to cast the vote(s) of an OWNER, and in the event any UNIT is owned by more than one PERSON, all co-owners of the UNIT, as described in Paragraph 3.3, may attend any meeting of the OWNERS. However, the votes of any OWNER shall be cast in accordance with the provisions of Article 3 above. Any PERSON not expressly authorized to attend a meeting of the OWNERS, as set forth above, may be excluded from any meeting of the OWNERS by the presiding officer of the meeting.

4.2. Place. All meetings of the OWNERS shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3. Notices. Notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or electronically transmitted to each OWNER not less than 14 days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the OWNER at the OWNER'S address as it appears on the records of the COMMUNITY ASSOCIATION. For the purpose of determining OWNERS entitled to notice of, or to vote at, any meeting of the OWNERS, or in order to make a determination of the OWNERS for any other purpose, the BOARD shall be entitled to rely upon the OWNER register described in paragraph 2.3 herein as same exists ten (10) days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date. Notwithstanding the foregoing, if the UNIT is owned by more than one



person or by an entity, notice to any co-owner of a UNIT shall be effective as to all co-owners of such UNIT. Notwithstanding anything contained herein to the contrary, any notice to the OWNER or OWNERS of a UNIT may be sent to the mailing address of the UNIT without naming the OWNER, unless the OWNER of the UNIT notifies the COMMUNITY ASSOCIATION that notices to that OWNER are to be sent to another address.

4.4. Waiver of Notice. Whenever any notice is required to be given to any OWNER under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before, during, or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of an OWNER at a meeting shall constitute a waiver of notice of such meeting, except when the OWNER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5. Annual Meeting. The annual meeting for the purpose of seating directors and transacting any other business shall be held in January of each year on the date and at the time and place as shall be selected by the BOARD and contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of January of any year, then within thirty (30) days after the written request of any OWNER, or any Officer or director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting.

4.6. Special Meetings. Special meetings of the OWNERS may be requested at any time by (i) the President, (ii) a majority of the BOARD; or (iii) by written petition signed by at least 10% of the total voting interests, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

4.7. Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no OWNER entitled to vote is present at a meeting, then any officer of the COMMUNITY ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting.

4.8. Organization. At each meeting of the OWNERS, the President, the Vice President, any person chosen by the President or Vice President, or any person chosen by a majority of the OWNERS present, in that order, shall act as chairperson of the meeting. The Secretary, or in the Secretary's absence or inability to act, any person appointed by the chairperson of the meeting, shall act as Secretary of the meeting.

4.9. Order of Business. The order of business at the annual meetings of the OWNERS shall be:

4.9.1. Determination of chairperson of the meeting;



- 4.9.2. Calling of the roll and certifying of proxies;
- 4.9.3. Proof of notice of meeting or waiver of notice;
- 4.9.4. Reading and disposal of any unapproved minutes;
- 4.9.5. Election of inspectors of election;
- 4.9.6. Election of directors;
- 4.9.7. Reports of directors, officers or committees;
- 4.9.8. Unfinished business;
- 4.9.9. New business; and
- 4.9.10. Adjournment

4.10. Minutes. The minutes of all meetings of the OWNERS shall be kept in a book available for inspection by the OWNERS or their authorized representatives, and the members of the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the OWNERS may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the OWNERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all OWNERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those OWNERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If the UNIT for which membership is established in the COMMUNITY ASSOCIATION is owned by more than one person or by an entity, the consent for such UNIT need only be signed by one person who would be entitled to cast the vote(s) for the UNIT as a co-owner pursuant to Paragraph 3.3 of these BYLAWS.

## 5. BOARD.

5.1 Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of ten (10) directors, including one director from each PARCEL ASSOCIATION opting to either elect a director or appoint the PARCEL ASSOCIATION President to sit on the BOARD. Each PARCEL ASSOCIATION shall be entitled to have up to one representative serving as a director on the BOARD.

5.2 Election of Directors by Members. Election of directors to be elected by the OWNERS shall be conducted in the following manner:

5.2.1. The OWNERS of UNITS in each PARCEL ASSOCIATION shall elect their PARCEL ASSOCIATION director on the BOARD at their respective annual OWNERS meetings, unless a special meeting of the OWNERS is called to fill a vacancy on the BOARD.

5.2.2. The election of directors by the OWNERS shall be by written ballot, proxy or voting machine. The election of a director to the BOARD by a PARCEL ASSOCIATION shall be administered by the respective PARCEL ASSOCIATION.

5.2.3. Procedure for Electing Directors.

5.2.3.1. Procedures for the nomination and election of each director representing a PARCEL ASSOCIATION shall be governed by the bylaws of that PARCEL ASSOCIATION. If there is no election by the PARCEL ASSOCIATION, the President of that PARCEL ASSOCIATION shall serve on the BOARD until another director is duly-elected by the OWNERS within that PARCEL ASSOCIATION. Election terms for each PARCEL ASSOCIATION Director shall be determined by the PARCEL ASSOCIATION but are to be no less than 12 months and no more than 24 months. Directors may serve multiple terms if elected by their PARCEL ASSOCIATION.

5.2.3.2. Directors shall be seated on the BOARD each year at the COMMUNITY ASSOCIATION annual meeting.

5.2.3.3. A director vacancy on the BOARD shall immediately be filled by the PARCEL ASSOCIATION to serve out the balance of the vacated term. A PARCEL ASSOCIATION President or an appointee by the PARCEL ASSOCIATION may fill the unexpired portion of the term until a special election or annual meeting election can be held.

5.3. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected.

5.4. Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors. The BOARD shall notify all OWNERS as to scheduled dates of the BOARD'S regular meetings, but will not be required to mail notice of each meeting to the OWNERS, unless otherwise required by law. The BOARD shall place notices of regular meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any regular meeting, except in the case of an emergency. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the OWNERS and posted conspicuously on the property not less than 14 days before the meeting.



5.5. Special Meetings. Special meetings of the BOARD may be called by the President or by any three or more directors, at any time. The BOARD shall place notices of special meetings at conspicuous places on the SUBJECT PROPERTY, as reasonably determined by the BOARD at least 48 hours before any special meeting, except in the case of an emergency.

5.6. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by email, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided by law, neither the business to be transacted, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.7. Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all OWNERS. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be utilized so that any discussion may be heard by the directors and any OWNERS present. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director votes against such action or abstains from voting because of an asserted conflict of interest.

5.8. Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD; unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.9. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.10. Presiding Officer. The presiding officer of the directors' meetings shall be the President of the COMMUNITY ASSOCIATION. In the absence of the President, the directors present shall designate one of their members to preside.

5.11. Order of Business. The order of business at a directors' meeting shall be:

- 5.11.1. Calling of roll;
- 5.11.2. Proof of due notice of meeting;
- 5.11.3. Reading and disposal of any unapproved minutes;
- 5.11.4. Reports of officers and committees;
- 5.11.5. Election of officers;
- 5.11.6. Unfinished business;
- 5.11.7. New business, and
- 5.11.8. Adjournment.

5.12. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the OWNERS, or their authorized representatives, and the directors at any reasonable time.

5.13. Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14. Resignation. Any director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice to the BOARD. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt by the BOARD; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15. Removal of Directors. Directors may be removed as follows:

5.15.1. Any director may be removed by majority vote of the remaining directors, if such director has been absent for the last three consecutive directors' meetings, and/or adjournments and continuances of such meetings.

5.15.2. Any director may be removed with or without cause by OWNERS of the respective PARCEL ASSOCIATION electing or appointing such director by a majority of the votes of the OWNERS in the PARCEL ASSOCIATION. The vacancy on the BOARD caused by any such removal will be filled by the PARCEL ASSOCIATION OWNERS, subject to the requirements of Paragraph 5.2.3.



5.16. Vacancies. Subject to the requirements of Paragraph 5.2.3, vacancies in the BOARD will be immediately filled by a majority vote of the OWNERS of the respective PARCEL ASSOCIATION. The director so chosen shall hold office until the next annual election or special election by the OWNERS of that PARCEL ASSOCIATION.

5.17. Compensation. The directors shall not be entitled to any compensation for serving as directors, provided however the COMMUNITY ASSOCIATION may reimburse any director for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the OWNERS.

5.18. Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.18.1. The operation, care, upkeep and maintenance of the COMMON AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.18.2. The determination of the expenses required for the operation of the COMMUNITY ASSOCIATION.

5.18.3. The determination and collection of ASSESSMENTS for COMMON EXPENSES from the OWNERS.

5.18.4. The employment and dismissal of personnel.

5.18.5. The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.18.6. Maintaining bank accounts on behalf of the COMMUNITY ASSOCIATION and designating signatories required therefor.

5.18.7. Obtaining and reviewing insurance for PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.18.8. The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.18.9. Borrowing money on behalf of the COMMUNITY ASSOCIATION; provided, however, that any loan in excess of \$25,000.00 shall be approved by a vote of 2/3 of the OWNERS who are present and voting at a duly noticed meeting where a quorum is present.

5.18.10. Contracting for the management and maintenance of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION; authorizing a management agent or company to assist the COMMUNITY ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON AREAS with funds as shall be made available by the COMMUNITY ASSOCIATION for such purposes. The COMMUNITY ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all COMMUNITY ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the COMMUNITY ASSOCIATION.

5.18.11. Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.18.12. Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any PROPERTY in the event the respective PARCEL ASSOCIATION or OWNER fails to do so.

5.18.13. Collecting delinquent ASSESSMENTS which remain unpaid for thirty (30) days or more by foreclosure, suit or otherwise, abating nuisances, and enjoining or seeking damages from the OWNERS for violations of these BYLAWS, the DECLARATION, or the Rules and Regulations of the COMMUNITY ASSOCIATION.

5.18.14. Acquiring and entering into agreements whereby the COMMUNITY ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the COMMUNITY ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the OWNERS and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the COMMUNITY ASSOCIATION, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

## 6. OFFICERS.

6.1. Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the directors of the COMMUNITY ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the directors at any meeting by concurrence of a majority of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time. Each officer shall



hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2. Resignations. Any officer of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of the officer's resignation to any director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3. Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause will be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4. The President. The President shall be the chief executive officer of the COMMUNITY ASSOCIATION. The President shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the OWNERS from time to time, as the President may in his or her discretion deem appropriate to assist in the conduct of the affairs of the COMMUNITY ASSOCIATION.

6.5. The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6. The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the directors and the OWNERS. The Secretary shall attend to the giving and serving of all notices to the OWNERS and directors and other notices required by law. The Secretary shall have custody of the seal of the COMMUNITY ASSOCIATION and affix the same to instruments requiring a seal when duly executed. The Secretary shall keep the records of the COMMUNITY 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 the President.

6.7. The Treasurer. The Treasurer shall have custody of all property of the COMMUNITY ASSOCIATION, including funds, securities, and evidences of indebtedness. The Treasurer shall keep books of account for the COMMUNITY ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. The Treasurer shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. The Treasurer shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.8. Compensation. The officers of the COMMUNITY ASSOCIATION shall not be entitled to compensation. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the OWNERS, shall preclude the BOARD from employing a director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude the COMMUNITY ASSOCIATION from contracting with a director for the management of PROPERTY subject to the jurisdiction of the COMMUNITY ASSOCIATION, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

## 7. FINANCES AND ASSESSMENTS.

### 7.1. Adoption of the Budget.

7.1.1. Not less than sixty days prior to the commencement of any calendar year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a budget for such calendar year, necessary to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for such calendar year. The COMMON EXPENSES of the COMMUNITY ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the COMMUNITY ASSOCIATION for the operation of the PROPERTY owned and/or operated by the COMMUNITY ASSOCIATION, and for the proper operation of the COMMUNITY ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the COMMUNITY ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, repairs, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the COMMUNITY ASSOCIATION, any expense of the COMMUNITY ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the COMMUNITY ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

### 7.2. Assessments and Assessment Roll.

7.2.1. As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and these BYLAWS. Such ASSESSMENTS shall be due not more frequently than monthly, and shall each



be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the COMMUNITY ASSOCIATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the COMMUNITY ASSOCIATION shall notify each OWNER, in writing, of the amount, frequency and due date of such OWNER'S ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than (10) days from the date of such notification.

7.2.2. In the event the expenditure of funds by the COMMUNITY ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each OWNER'S share of any special ASSESSMENT shall be in the same proportion as the OWNER'S share of the ASSESSMENTS for COMMON EXPENSES.

7.2.3. The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT roll for each OWNER, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT payable by such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.3. Depositories. The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any accounts of the COMMUNITY ASSOCIATION.

7.4. Application of Payments and Commingling of Funds. All sums collected by the COMMUNITY ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.5. Accounting Records and Reports. The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to Inspection by OWNERS and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the OWNERS referred to above. The BOARD may, and upon the vote of a majority of the OWNERS shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be made available to each OWNER and INSTITUTIONAL LENDER, upon written request to the COMMUNITY ASSOCIATION.

7.6. PARCEL EXPENSES and ASSESSMENTS. The provisions of this paragraph 7 shall be equally applicable with respect to PARCEL EXPENSES and PARCEL ASSESSMENTS, and separate budgets, ASSESSMENTS, Assessment Rolls, accounts, and books and records shall be established for same.

8. PARLIAMENTARY RULES.

8.1. Roberts' Rules of Order (latest edition) shall govern the conduct of the COMMUNITY ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS. Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2. Initiation. A resolution to amend these BYLAWS may be proposed by any director, or by a petition signed by at least 10% of the total voting interests.

9.3. Adoption of Amendments.

A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the directors of the COMMUNITY ASSOCIATION, and by a majority vote of the OWNERS voting in person or by proxy, at a duly-called meeting of the membership, at which a quorum is present; or (b) by 2/3 of the votes cast, in person or by proxy, at a duly-called meeting of the membership, at which a quorum is present. Any amendment approved by the OWNERS may provide that the BOARD may not further amend, modify or repeal such amendment.

9.4. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of OWNERS without approval of 2/3 of all the OWNERS. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9.5. Execution and Recording. No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. RULES AND REGULATIONS. The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any OWNER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.



11. MISCELLANEOUS.

11.1. Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.2. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3. Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the COMMUNITY ASSOCIATION shall govern, in that order.

11.4. Captions. Captions are inserted herein only as a matter of convenience and for reference, and In no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.5. Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by an OWNER within thirty (30) days after the OWNER is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all OWNERS who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BYLAWS of the COMMUNITY ASSOCIATION at the Meeting of the BOARD on the 14th day of August, 2017.

By: Gary Farley  
Its: President