

AMENDED AND RESTATED DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING THE PLANTATION

PREAMBLE TO AMENDED AND RESTATED DECLARATION

This Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding the Plantation amends and restates the original Declaration, which was recorded on August 10, 1976, in Official Records Book 3147, Page 230 of the Official Records of Hillsborough County, Florida, and re-recorded on August 24, 1976, in Official records Book 3151, Page 1689, of the Official Records of Hillsborough County, Florida. This Amended and Restated Declaration incorporates by reference each of the documents preserved in the Notice and Claim recorded on October 12, 2004, in Official Records Book 14300, Page 759, and the Notice and Claim recorded on September 12, 2014, in Official Records Book 22792, Page 166, of the Official Records of Hillsborough County, Florida. This Amended and Restated Declaration incorporates by reference and is an encumbrance upon all real property described in the Notice and Claim recorded on September 12, 2014, in the Official Records of Hillsborough County, Florida, at Official Records Book 22792, beginning at Page 166. This Amended and Restated Declaration is applicable to all Villages within Plantation that are listed in the Notice and Claim preserving the Declaration of Easements, Covenants, Conditions and Restrictions regarding Plantation listed in the Notice and Claim recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 22792, beginning at Page 166. The Amendments to the original Declaration incorporated herein were all previously approved and recorded in the Official Records of Hillsborough County, Florida as follows:

1. April 17, 1997, in Official Records Book 8531, Pages 378-80;
2. August 11, 1997 in Official Records Book 8670, Pages 1153-63;
3. October 30, 2002, in Official Records Book 12054, Pages 1103-1106;
4. October 15, 2014, in Official Records Book 22855, Pages 1346-50; and
5. September 28, 2017, in Official Records Book 25258, Pages 1968-72.

This Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding the Plantation has been prepared and is recorded solely for the purpose of incorporating the numerous amendments to the original Declaration that have been recorded, beginning in 1997. This Amended and Restated Declaration makes no changes to the Declaration except as is specifically set forth in the five amendments referenced above. Said amendments are incorporated into this Amended and Restated Declaration in order to clarify the Easements, Covenants, Conditions, and Restrictions Regarding the Plantation and in order to eliminate any confusion or ambiguity regarding the Easements, Covenants, Conditions, and Restrictions Regarding the Plantation.

* * * * *

THIS DECLARATION, made this 5th day of August, 1976, by TRAFALGAR DEVELOPERS OF FLORIDA, INC., a Florida corporation, hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer is the sole owner of that certain parcel of real property situate in Hillsborough County, Florida, described in Exhibit "A" attached hereto and here incorporated by reference; and said parcel represents the first of several phases of a development known as "The Plantation".

WHEREAS, Developer desires to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

NOW THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A" attached hereto and here incorporated by reference shall be held, sold, and conveyed subject to the following easements, conditions, covenants, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. "Association" means Plantation Homeowners, Inc., a corporation not for profit to be organized pursuant to Chapter 617, Florida Statutes (1973), its successors and assigns.

Section 2. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto and here incorporated by reference, together with such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the association at the time of the conveyance of the first lot is described in Exhibit "B" attached hereto and here

incorporated by reference, together with such additions thereto as may be hereafter annexed by amendment to this Declaration and conveyed to the Association.

Section 5. “Lot” means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of the Common Area.

Section 6. “Developer” means Trafalgar Developers of Florida, Inc., a Florida corporation, and such of its successors, assigns, and grantees as shall acquire more than one undeveloped Lot from Trafalgar Developers of Florida, Inc., for the purpose of development.

Section 7. “Mortgage” means any mortgage, deed of trust, or other instrument transferring any interest in a Lot, or any portion thereof, as security for the performance of an obligation.

Section 8. “Mortgagee” shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

Section 9. “FHA” shall mean the Federal Housing Administration.

Section 10. “VA” shall mean The Veterans Administration.

Section 11. “The Work” means the development of the Properties as a residential community by the construction and installation thereon of streets, buildings, residences and all other improvements by Developer.

Section 12. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term “including” shall mean “including, without limitation.” This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to sue of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of each class of members at a meeting called for such purpose.

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

Section 3. Other Owners' Easements. Each Owner shall have an easement for pedestrian ingress and egress over, upon, and across the Common Area for access to his Lot and shall have the right to lateral and subjacent support of his Lot. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, the title to each Lot.

Section 4. Additional Covenants, Restrictions, etc. There shall also be such additional covenants, restrictions, easements and reciprocal appurtenant easements as are set forth in those additional declarations attached hereto as Exhibits "C", "D", and "E", pertaining to the particular type of dwelling unit constructed on the lot of the Owner.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, for the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms hereof), to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area along a line perpendicular to such boundary at such point;

provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of an Owner, Tenant, or the Association.

Section 6. Use of Units. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for single-family residential purpose shall not be construed as a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association, except as hereinafter provided.

Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any Tenant, household member, or invitee of any Owner; and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants, household members, or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area of any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on the Common Area without the prior written consent of the Association.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Also, no person owning, or in custody,

possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any public street or in the private property of others without the express or implied consent of the Owner thereof; and provided further that no more than a total of three (3) such animals may be kept on any Lot. Pets will be on a leash when in the Common Areas except in the Dog exercise area which is posted with appropriate signs. In addition, the owner is responsible to clean up after their animals for any defecation left on lots and common areas throughout the development.

Section 11. Rubbish. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot or Common Area except in sanitary containers located on each Lot and concealed from view, and in accordance with rules and regulations adopted by the Association.

Section 12. Provisions Inoperative As to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, or its transferees, or on all or any part of the Common Area whatever they determine to be reasonably necessary or advisable in connection with the completion of the Work, including, without limitation:

(a) erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the Work and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the Work and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease, or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in parcels.

As used in this Section and in sub-paragraphs, the term 'its transferees' specifically does not include purchases of Lots improved as completed residences.

Section 13. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association.

Section 14. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area except as are expressly enumerated in this Declaration, and in Exhibits "C", "D", and "E". In the event any Lot is shown or described as bounded by any stream, pond, or any other body of water situated in whole or part upon the Common Area, all riparian rights therein shall be appurtenant to the Common Area and no attempted grant thereof to an Owner shall be effective as to the Association or the other Owners. In the event any Lot is shown or described as abutting a street, utility easement, or other area dedicated to public use, the underlying fee simple title to such area, if any, shall not pass as an appurtenance to such Lot, but shall be construed as part of the Common Area and pass as an appurtenance to the Common Area. No provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Common Area except as expressly provided in this Declaration. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the Owner of each Lot any rights, therein, except as herein expressly provided, but that such monument shall be a part of the Common Area and all rights therein shall inure to the benefit of the Association and all Owners.

Section 15. Artificial Vegetation, Exterior Sculpture, and Holiday Decorations. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, cement planters and similar items must be approved by the Architectural Review Committee. Holiday decorations will be permitted to be displayed on the property from 30 days prior to the Holiday until 30 days after the Holiday.

Section 16. Discharge of Weapons or Fireworks. The shooting of firearms, bows and arrows, BB-Guns, fireworks or pyrotechnic devices of any kind or size and any other similar inherently dangerous activities, shall not be pursued or undertaken on any lot or in the Common Area.

Section 17. Exterior Property Maintenance. All Lots, together with the exterior of all improvements, if any, located thereon shall be maintained in a neat and attractive condition by the respective owners. There shall be no appearance of deterioration of the property. Said maintenance shall include, but not be limited to, painting, repairing, and replacing all building surfaces, fences, lawns, walls and other exterior improvements. DETERIORATION shall mean a lowering in quality in the condition or appearance of a building or parts thereof, characterized by holes, breaks,

rot, crumbling, cracking, peeling, rusting, or other evidence of physical decay or neglect or excessive use or lack of maintenance.

Section 18. Fences. Fences may be constructed or maintained only as permitted by the ACC, but in no event exceed six (6) feet in height. Fences shall be shadow box or board on board only, unless a different type of fence was originally installed on the property by the developer. No fence shall be constructed or maintained between a front street and front dwelling line. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. Each fence which is built as part of the original construction of the improvements upon the Lot(s) or placed by the developer on the dividing lines between the lots shall be treated in law as if it were a party wall; and no such fence shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The reasonable cost of repair and maintenance of a fence shall be shared equally by the Lot owners whose property is contiguous to the fence. Picket fences, not to exceed 4 feet in height, are permitted to be installed on those residential lots that face bodies of water or open common area fields in the subdivision, after an ACC form is first submitted and approved by the ACC prior to the installation of a picket fence. The specific height and location of every picket fence that is to be installed shall first be approved by the ACC. The cost of repair and maintenance of all picket fences shall be the sole responsibility of the owner of the lot upon which the picket fence is located.

Section 19. Lake Water. No resident shall have any right to pump or otherwise remove any water from the lakes for the purpose of irrigation or other use. No resident will be permitted to place trash, garbage, grass clippings, yard waste, scwage, waste water other than surface drainage, rubbish, oil, paint, debris, ashes, or other refuse in any of the lakes. In addition, no resident is permitted to discharge any of the above items into the street drainage system since that flows directly into the lakes.

Section 20. Lawn Upkeep and Maintenance. The yards of each residence shall remain grass or Xeriscaped. It will be maintained in a generally accepted lawn maintenance management practices necessary to promote a healthy, weed and insect free environment for optimum lawn and plant growth. No owner shall allow any grass on a Lot to attain a height in excess of six (6) inches.

Section 21. Mailboxes. Only approved mailboxes will be used and mounted on wooden supports similar to those used by the developer in each Village, except residents may erect their own support to replace the dual support that was initially used in many villages. The mailbox must be located so carrier can serve it without leaving the vehicle. The mailbox must be between 42 and 48 inches above the ground. The address number must be printed in numerals not less than one inch high on the side or front of the box or post. The box will be maintained so as to present a good appearance free of rust or dents in a waterproof condition.

Section 22. Prohibited Vehicles. Stored vehicles and vehicles which are either inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. For purpose of the Section, a vehicle shall be considered “stored” if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. In-operative vehicles without current registration on the County Streets are subject to the State and County parking regulations and ordinances.

Section 23. Repainting of Homes and Fences. If the exterior of any home (including trim, doors and garage doors) and fence is repainted, the color selection must be approved by the ACC prior to painting.

(a) All repairs to any fence shall be made using materials which are of like grade, quality, material, color, finish and workmanship as that which was provided by the developer at the time of original construction, or as approved by the ACC if the fence was originally constructed by someone other than the developer.

(b) To maintain an harmonious appearance throughout the development, fences shall be painted the same or similar color (Cocoa Brown) as painted by the developer. Any variation in fence color must be approved by the ACC prior to being painted.

Section 24. Vehicle Repair. Only minor repairs and maintenance may be performed which are defined as the changing and replenishment of fluid levels, the replacement of spark plugs, ignition points, the rotation of tires and the replacement of drive belts and hydraulic lines. Any other repairs on the motor vehicles or automobiles shall be restricted to totally enclosed spaces and only accomplished on privately registered vehicles having a current State of Florida license plate, or motor vehicles designated by the State of Florida as qualifying for an antique or horseless carriage designation.

Section 25. Window Air Conditioners. No window air conditioning unit shall be installed in any window which is visible from any street.

Section 26. Outside storage buildings or sheds may be erected or placed on a Lot provided that the lot shall first be fenced with the appropriate fencing material not to exceed six (6) feet in height, and the said outside storage building or shed shall not exceed eight (8) feet in height, the height to be measured from the highest grade point adjacent to the shed to the highest point of the shed.

Section 27. Signs.

(a) For Sale/Rent: One professionally lettered sign not more than four (4) feet square (2 feet x 2 feet) in size advertising the property for sale or rent. The sign must be placed on the residential lot and not on the common area. Only one For Sale/Rent sign is permitted per lot.

(b) Security: A maximum of two (2) free standing, professionally lettered security company signs are permitted per lot, with not more than one (1) sign in the front yard and one (1) sign in the backyard. The sign face cannot be larger than one hundred (100) square inches. There may be one small security company decal displayed per window.

(c) Local/National Elections: One (1) professionally lettered political sign per candidate per residential lot is allowed. Each sign is not to exceed four (4) square feet (2 feet x 2 feet). The number of candidate signs is not to exceed three (3) per residential lot. Signs cannot be set up more than sixty (60) days prior to the election date and must be taken down within fourteen (14) days after the election date.

(d) Garage Sale Signs: Garage Sale signs must be neat in their appearance and cannot be larger than four (4) square feet (2 feet x 2 feet). Signs cannot be attached to any permanently existing street signs or other signs within the Plantation, or upon any trees, poles, walls or anything else on the common area property. All Garage Sale signs must be free standing. The signs can only be displayed the day prior to the Garage Sale and must be removed by dusk on the same day of the sale. The Plantation Homeowners, Inc. office must be notified before the Garage Sale date of the date an owner or tenant will be posting the Garage Sale signs. If an owner or tenant fails to notify the Plantation Homeowners, Inc. office of the pending Garage Sale, an authorized employee of Plantation Homeowners, Inc. will remove any such unauthorized Garage Sale signs that are located on the common areas.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Lot subject to assessment shall be a member of the Association. If title to a lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title of title to a lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

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

(a) Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or

(ii) On January 1, 1987.

Provided, however that in the event that additional Lots shall be added by annexation pursuant to Article VI of the declaration after Class B membership should cease under Section 2 (b)(i), said Class B membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of either of said events.

Section 3. Voting Rights Cumulative. The voting rights as set forth in Section 2 (b) above regarding Class B members shall be cumulative with respect to all lots contained in Exhibit "A" and such other phases of development as may take place, and all Lots which may be contained in any additions of real property as may be hereafter added to or annexed by amendment to this Declaration shall be included in determining the total number of votes the Class B member(s) shall be entitled to.

Section 4. Amplification. The provisions of this Declaration are to be amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including but not limited to furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall have no duty of maintenance as to any landscaped grounds or Lawn area within any Lot.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal, accounting, and such other services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

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

Section 4. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

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

Section 6. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without Developer's consent during a period of five (5) years from the date of this Declaration. At all times thereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Architectural Control Committee. In order to assure that the residences and other buildings, structures, and improvements in the subdivision covered by this Declaration will be constructed in a manner to preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the "ACC"). The ACC shall exist as a committee of the Association under the control of the Association's Board of Directors.

Limited Liability. All recreational facilities and pathways or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 8. Purpose and Powers of the ACC. The ACC shall have the power to regulate those matters described in this section. The power to regulate shall include the power to

prohibit those buildings, structures, or improvements deemed inconsistent with the provisions of this Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure or improvement and a detailed site plan showing its proposed location, and ACC shall have approved such plans and specifications and detailed site plan in writing.

The approval of said plans and specifications by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grading grade elevation, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed building, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance, drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location, and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records.

It is the intention of this provision to invest in the ACC the right, power, and authority to regulate the appearance of buildings, structures, or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans, specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without the ACC's prior written approval in the manner above provided.

All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is harmonious with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within fifteen (15) working days after submission. If the ACC does not take action to either approve or disapprove the submission within fifteen (15) working days after receipt of the plans and specifications, the request shall be deemed approved.

Section 9. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out of or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, nor for any defect in design or construction of any building, structure, or improvement constructed in accordance with any such plans, specifications or site plan.

Section 10. Submission of Plans and Specifications for Review by the ACC. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, as hereinafter defined; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) all taxes, if any, which may be imposed on all or any

portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and such other areas over which the Association has responsibilities under the terms hereof and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the property, services, and facilities related to the use and enjoyment of the Common Area, including, but not limited to, the payment of real estate and other taxes and insurance for the Common Area and repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$120.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year without vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the amounts set forth herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose and, during the first five (5) years from the date hereof, the same shall be limited as hereinabove set forth in Article IV, Section 7.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots within that portion of the Properties described in Exhibit "A" attached hereto and here incorporated by reference, together with such additions thereto which may hereafter be annexed by amendment to this Declaration, as provided in Article IX hereof.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Association's Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any lot in which Developer owns any interest shall, as long as there is Class "B" membership in the Association, be fixed by the Board of Directors annually in an amount not less than twenty-five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association, as hereinabove provided, the annual assessment against any Lot

in which Developer owns any interest shall be twenty-five percent (25%) of the amount hereinabove established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income shall be assessed at the same amount as is hereinabove established for Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement.

Section 8. Addition Payment by Developer. Notwithstanding the above, Developer shall pay to the Association in addition to the annual assessment paid by Developer set forth above, the difference between the actual costs incurred by the Association pursuant to the provisions of Article IV and Article V hereof, and the assessments collected under the provisions of this Article for a period of one year, said additional payment not to exceed the sum of \$10,000.00 per year.

Developer may at its option require an audit of the Association by a Certified Public Accountant acceptable to Developer, at any time, who shall prepare the appropriate financial reports necessary for determining the amount of payment due from Developer under the terms of this section. Any payment necessary under this section shall be paid by Developer within thirty (30) days after receipt of said financial reports. The provisions of this section shall cease to be of any force and effect upon the happening of the following, which ever shall first occur:

(a) The passage of fee simple title to Owners of seventy-five percent or more of all Lots then making up the Properties.

(b) January 1st, 1987.

Section 9. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots within that portion of the Properties described in Exhibit "A" attached hereto on the first day of the month following the recording of the conveyance of the Common Area described in Exhibit "B" attached hereto to the Association by Developer. The annual assessments within any addition to the Properties created by annexation shall commence as to all Lots included within each such annexation on the first day of the month following the conveyance of the Common Area included within that annexation to the Association, or the conveyance of the first Lot within said area to an Owner. The first annual assessment

against any Lot shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board of Directors of the Association, which shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto; and the due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 10. Lien for Assessments. All sums assessed to any Lot pursuant to this Article, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a lien on such Lot in favor of the Association evidenced by a Claim of Lien recorded in the public records of Hillsborough County, Florida. The lien shall be effective from and shall relate back to the recording of this Declaration. However, as to first mortgagees of record, the lien is effective from and after recording of claim of lien in the Public Records of Hillsborough County. All other lienors acquiring liens on any Lot after the recordation of this Declaration in the public records of Hillsborough County, Florida, shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the public records of Hillsborough County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate determined by the Board of Directors which shall not be in excess of the highest amount permitted by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same. If any owner is over 60 days delinquent in paying any assessments or other charges levied on his unit, the Board

may revoke the privilege of paying in monthly installments and require annual assessments to be paid in full immediately.

(a) Assessment Late Fees. Assessments not paid by the 15th of the month in which they are due will be charged an administrative late fee in an amount determined by the Board of Directors which shall not be in excess of the highest amount permitted by applicable law. The Board of Directors will establish the amount of the late fee at the same time as the annual assessment amount is determined.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date of Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida.

Section 13. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 14. Liability for Assessments.

(a) An Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments, interest, attorneys' fees, and costs coming due while such Owner is the Owner of the Lot. Additionally, an Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments, interest, attorneys'

fees, and costs that came due up to the time of the conveyance, without prejudice to any rights such Owner may have to recover from the previous owner the amounts paid by such Owner.

(b) The association shall, upon written request, report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the encumbrancer.

ARTICLE VI

STAGE DEVELOPMENTS AND ANNEXATION

Annexation without Association Approval. The additional lands described in Exhibit "F" attached hereto may be annexed, in whole or in part, by Developer, and made subject to the governing provisions of this Declaration without the consent of the Class "A" Members of the Association within ten (10) years from the date of this instrument, provided that if application has been made to either the FHA or VA for mortgage insurance or guarantees and not withdrawn, either or both said FHA and VA, as the case may be, shall first determine that the annexation is in accord with the general plan for the properties heretofore approved by them.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all cost and expenses incurred, including reasonable attorney's fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Lot as a special assessment pursuant to provisions

hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an affirmative vote of not less than a majority of a quorum of members of the various associations, in person or by limited proxy, at a duly called meeting of the association.

Any amendment must be properly recorded in the public records of Hillsborough County, Florida.

For purposes of this section, quorum shall be defined as the presence, in person or by proxy, at a duly called meeting of members, those members entitled to cast no less than ten percent (10%) of the voting interests of the members.

Section 4. VA Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Veterans Administration if application for VA mortgage guarantees has been made and not withdrawn:

Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration.

Section 5. Effect of Recording. Any Lot situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment," as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-Laws, upon recording of this Declaration in the public records of Hillsborough County, Florida; and any Lot annexed

pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the Amendment to this Declaration in said public records annexing the same.

Section 6. Utility Service. Developer hereby dedicates those portions of the Common Area through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing their lands described in Exhibit "F" attached hereto and here incorporated by reference; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties; and, in the absence of such designation by plat, such easements shall be located and extend 7.5 feet on either side of the centerline of all facilities respectively installed by each utility within the Common Area, as part of the Work prior to the conveyance of the Common Area, or any portion thereof, by Developer to the Association; provided, however, no portion of the Common Area occupied by any building installed by Developer as part of the Work shall be included within any easement area. Subsequent to such conveyance, additional easements may be granted by the Association for utility purposes in accordance with the requirements of Article II, Section 1 (c) and Article VII, Section 4, of this Declaration.

Section 7. Apartment Dwelling Units. In the event Developer, successors, assigns, or transferees shall construct apartment dwelling units upon any lands annexed to the Properties, said Developer and those individuals residing within said apartment dwelling units shall be subject to the terms, conditions, requirements, responsibilities, and obligations and entitled to the rights and privileges set forth in this Declaration. The residents of said apartment dwelling units shall have the rights and easements of enjoyment afforded Owners as same are applicable to apartment dwelling units and residence therein. The Developer, their successors, assigns, or transferees shall have membership and voting rights in the Association; provided, however, that Developer shall be entitled to one vote for each apartment dwelling unit constructed and otherwise shall have the voting membership of a Class "A" member as designated in this Declaration. Developer, its successors, assigns, or transferees shall be deemed to covenant and agree to pay to the Association all assessments lawfully imposed by the Association under the provisions of this Declaration; provided, however, that each apartment dwelling unit shall be deemed a Lot for the purpose of said assessments and the same assessments shall apply to each apartment dwelling unit as are applied to each Lot in the Properties, as set forth in the provisions of Article V, Section 7, of this

Declaration. The annual assessments to be imposed on said apartment dwelling units shall as long as there is Class "B" membership in the Association, be fixed by the Board of Directors annually in the amount not less than twenty-five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class "A" members of the Association for each apartment dwelling unit. Upon termination of the Class "B" membership in the Association, as hereinabove provided, the annual assessment against any apartment dwelling unit in which Developer owner any interest shall be twenty-five percent (25%) of the amount hereinabove established against Lots owned by Class "A" members of the Association, other than Developer. Upon occupancy of a Developer-owned apartment dwelling unit, such unit shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the month following the date of occupancy. The assessments shall be secured by a lien on the portion of the Properties on which such apartment dwelling units are constructed, shall be a personal or corporate obligation of the Developer, its successors, assigns and transferees (as the case may be), and shall otherwise be subject to the terms, conditions, and requirements set forth in this Declaration. The rights and privileges extended to the residents of any such apartment dwelling units shall immediately cease and terminate upon the said resident vacating the premises of any such unit and shall not be assignable or transferable in any manner. Subject to the foregoing, the provisions of this Declaration shall apply and be of full force and effect unless clearly inapplicable and contradictory. In the event Developer transfers title to individual apartment dwelling units including, but not limited to transfers as condominium dwelling units, the provisions of Article V, Section 7 shall apply and the owners of such apartment dwelling units shall be deemed owners as defined in Article I, Section 2 of this Declaration and shall be bound by the terms, conditions and requirements of this Declaration as such "owners."

Section 8. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board of Directors at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of assessments, notwithstanding the transfer of title to the Unit.

Section 25.0. The terms “single family” and “family” shall be defined in this Declaration as a maximum of two (2) unrelated persons living together as a single housekeeping unit, sharing kitchen and bedroom facilities; or one individual living alone; or more than one individual, at least two of whom must be related to each other by blood, marriage or legal adoption. No more than six (6) persons will be considered a single family, unless at least four of them are related to each other by blood, marriage or adoption.

Section 25.1. No dwelling or building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot.

Section 25.2. No dwelling or part of any such building or other improvements shall be used for the purpose of any Air BNB or other similar rental, or renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation such as halfway house, rehabilitation center, temporary welfare housing, etc.

Section 25.3. The number of lots and dwellings thereon that are allowed to be rented/leased at any given time are limited to 7% of the total number thereof. Existing rentals will be grandfathered and have first priority if existing rental agreement is to be renewed. The Board has the authority to adopt rules to enforce the provisions of this Section 25.

Section 25.4. No dwelling shall be rented or leased for a period of less than 1 year.

Section 25.5. No dwelling will be rented or leased without a contract providing for full lawn and, if applicable, pool service paid for by either the owner or the renter.

Section 25.6. No home will be rented or leased without the Owner obtaining a fully completed Plantation Homeowners, Inc. Rental Disclosure Form with attached owner and tenant information sheet signed by the prospective occupants wherein they agree to abide by the Covenants, Rules & Restrictions for Plantation Homeowners, Inc. A copy of such documentation is to be provided to the Association and the original is to be kept by the respective Owner and made available to the Association upon request.

Section 25.7. In no event shall a landlord/tenant relationship exist between the Association and the lessee or tenant of any leased or rented property. Owners shall indemnify and hold the Association harmless in any event of such allegations in connection with the leased or rented property.

Section 25.8. No person who is a convicted sexual offender, convicted sexual predator, or person who has been convicted of a felony involving violence may occupy or reside within a

rented dwelling subject to this Declaration of Covenants, Conditions & Restrictions. The Board may promulgate additional rules, as it deems necessary, to maintain the integrity of this provision and to further exercise its right of approval of tenants in the subdivision as the Board of Directors deems necessary from time to time.

Section 25.9. No owner shall enter into a lease, rental agreement, or other similar conveyance or use of a Lot during the first twelve (12) months of ownership of that Lot. The Board of Directors has the right to make hardship exceptions to this requirement. Reasons for a hardship exception include, but are not limited to, owners who serve in the military and receive transfer orders or otherwise receive orders for long term deployment that prohibits their occupancy of the lots. Only one hardship exception can be granted by the Board of Directors during the first twelve (12) months of ownership of the Lot.

Section 25.10. There shall be no subleasing of Lots or assignment of leases, unless approved in writing by the Board of Directors of the Association.

Section 25.11. Any Lease of a Lot shall be in writing and shall be for a term of not less than twelve (12) months. An Owner desiring to enter into a Lease of his Lot shall provide a copy of a tenant profile form and the Lease to the Association, and the Association shall have the right to approve the Lease Form prior to its use, and provide a Lease Addendum that establishes additional terms that must be signed by the owner and all tenants. In order for a Lease to be approved, it shall have at a minimum, the following terms and conditions: (i) the Lease shall be for a term of not less than twelve (12) months; (ii) the Lease shall be only for the entire Lot; (iii) every Lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration and the other governing documents of Plantation Homeowners, Inc.

Section 25.12. Any Owner who has leased his or her Lot shall provide to the Association (a) the name, address, and telephone number of the tenant and all occupants of the Lot; (b) a copy of the signed Lease; (c) the year, make, model and license plate number of all vehicles owned by such tenant, not later than the date of occupancy of the tenant; and (d) the pets owned by the tenant that shall occupy the Lot, including the type of animal and breed of animal, as well as its approximate weight and age.

Section 25.13. No more than two Leases shall be approved within a twelve (12) month period.

ARTICLE VIII

Fines

Section 1. The Board shall have the power to impose reasonable fines not in excess of the highest amount permitted by applicable law, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, provided, however nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In addition, the Association shall be entitled to suspend any services provided by the Association to a unit in the event that the Owner of such unit is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that any occupant, guest, or invitee of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

Section 3. Hearing. If a hearing is requested within the allowed ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written

statement of the results of the hearing and sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

Section 4. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the By-Laws, or the rules and regulations of the Association by self-help (specially including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Section 5. After complying with the procedures set forth in Sections 2 and 3 of this Article, the Association or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the By-Laws or the rules and regulations. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Unit Owner as a Special Assessment.

IN WITNESS WHEREOF, Plantation Homeowners, Inc., has caused this Amended and Restated Declaration to be executed in its name on this 24th day of APRIL, 2019.

PLANTATION HOMEOWNERS, INC.

[Signature]
President

[Signature]
Signature of Witness

RONALD S. TROWBRIDGE
Printed Name of Witness

[Signature]
Signature of Witness

CAROLYN D. JONES
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn and subscribed before me on this 24th day of APRIL, 2019, by MARCIAL RIVERA as President of Plantation Homeowners, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.

[Signature]
Notary Public

JILL RONA BAKER
Signature of Notary Public

My Commission Expires:



J. Scott Dickson
Secretary

[Signature]
Signature of Witness

RONALD S. TROUPRANCE
Printed Name of Witness

[Signature]
Signature of Witness

CAROLYN D. JONES
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn and subscribed before me on this 24th day of APRIL, 2019, by J. Scott Dickson as Secretary of Plantation Homeowners, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.

[Signature]
Notary Public
JILL RONA BAKER
Printed Name of Notary Public

My Commission Expires:



NE 3147 vs 260

EXHIBIT A

All of Grove Point Village Unit I, as per map or plat thereof recorded in Plat Book 47, Pages 6-1, 6-2 and 6-3, of the Public Records of Hillsborough County, Florida.

and

All of Grove Point Village Unit II, as per map or plat thereof recorded in Plat Book 47, Pages 23-1, 23-2 and 23-3, of the Public Records of Hillsborough County, Florida.

and

All of Rosemount Village, Unit I, as per map or plat thereof recorded in Plat Book 47, Pages 5-1, 5-2, 5-3 and 5-4, of the Public Records of Hillsborough County, Florida.

and

All of Willowbrae Village, as per map or plat thereof recorded in Plat Book 47, Pages 15-1 and 15-2, of the Public Records of Hillsborough County, Florida.

REF: 3147 pc 261

EXHIBIT B
(continued)

and

Lots A, B, and C, Grove Point Village, Unit I, as per map or plat thereof recorded in Plat Book 47, Pages 6-1, 6-2, and 6-3, of the Public Records of Hillsborough County, Florida.

and

Lots A and B, Grove Point Village, Unit II, as per map or plat thereof recorded in Plat Book 47, Pages 23-1, 23-2, and 23-3, of the Public Records of Hillsborough County, Florida.

and

Lots A, B, C, and D, Rosemount Village, Unit I, as per map or plat thereof recorded in Plat Book 47, Pages 5-1, 5-2, 5-3, and 5-4, of the Public Records of Hillsborough County, Florida.

and

Lots A, B, and C, Willowbrae Village, as per map of plat thereof recorded in Plat Book 47, Pages 15-1 and 15-2, of the Public Records of Hillsborough County, Florida.

REC 3147 p 262

concave to the Southwesterly, on the Southwesterly right-of-way boundary of East Sugar Mill Drive, tangent bearing of the curve North 10°21'15" West; thence along said curve to the left an arc distance of 335.52 feet, said curve having a radius of 655.00 feet and a central angle of 29°20'59", subtended by a chord of 331.87 feet, chord bearing North 25°01'44" West to a point on the curve; thence leaving said right-of-way boundary South 51°08'04" West, a distance of 106.01 feet to a point on a curve, tangent bearing of the curve South 39°51'57" East; thence along a curve to the right an arc distance of 7.79 feet, said curve having a radius of 549.00 feet and a central angle of 00°48'48", subtended by a chord of 7.79 feet, chord bearing South 39°27'33" East to a point on the curve; thence South 01°57'56" East, a distance of 5.06 feet to a point on a curve, tangent bearing of the curve North 88°02'04" East; thence along a curve to the right an arc distance of 181.52 feet, said curve having a radius of 37.00 feet and a central angle of 281°05'04", subtended by a chord of 47.03 feet, chord bearing South 48°34'36" West to a point on the curve; thence South 37°00'30" West, a distance of 471.57 feet, thence South 78°54'20" West, a distance of 117.21 feet; thence North 52°59'30" West, a distance of 284.32 feet; thence North 22°59'30" West, a distance of 135.79 feet; thence North 37°59'30" West, a distance of 86.33 feet; thence North 52°59'30" West, a distance of 187.51 feet; thence North 08°12'10" East, a distance of 125.97 feet; thence North 23°09'25" East, a distance of 367.54 feet; thence North 61°35'34" East, a distance of 190.82 feet to a point on the Southwesterly right-of-way boundary of East Sugar Mill Drive; thence along said right-of-way boundary North 52°59'30" West, a distance of 179.65 feet; thence leaving said right-of-way boundary South 25°27'51" West, a distance of 722.27 feet; thence South 54°22'27" West, a distance of 166.78 feet; thence South 83°32'29" West, a distance of 124.98 feet; thence North 82°44'50" West, a distance of 50.11 feet; thence North 73°00'13" West, a distance of 81.96 feet; thence North 58°25'12" West, a distance of 81.96 feet; thence North 46°53'00" West, a distance of 123.90 feet; thence North 50°23'15" West, a distance of 145.84 feet; thence North 53°53'30" West, a distance of 349.33 feet; thence North 47°54'50" West, a distance of 36.83 feet; thence South 89°38'16" West, a distance of 342.96 feet; thence South 00°24'45" West, a distance of 513.67 feet; thence South 70°44'38" East, a distance of 123.00 feet; thence South 19°15'22" West, a distance of 213.78 feet; thence South 77°00'00" West, a distance of 48.69 feet; thence South 00°24'45" West, a distance of 59.46 feet; thence North 77°00'00" East, a distance of 25.22 feet; thence South 51°02'04" East, a distance of 497.73 feet; thence South, a distance of 437.00 feet; thence South 14°39'11" West, a distance of 374.32 feet; thence South 89°21'57" East, a distance of 25.00 feet; thence South 14°39'11" West, a distance of 50.00 feet to the Point-of-Beginning.

Said parcel containing 36.36 acres, more or less.

EXHIBIT B

RE: 3147 PG 263

Common Area

A parcel of land lying in Section 17, Township 28 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 17; thence South 89°21'57" East along the Southerly boundary of said Section 17, a distance of 2,450.00 feet to a point of intersection with the centerline of South Sugar Mill Drive; thence North 00°38'03" East along said centerline, a distance of 663.00 feet; thence North 89°21'57" West, a distance of 123.00 feet; thence North 00°38'03" East, a distance of 42.00 feet to the Northerly right-of-way line of West Sugar Mill Drive as recorded in Official Record Book 3074, pages 1146 through 1149 of the public records of Hillsborough County, Florida, for a Point-of-Beginning; thence South 89°21'57" East along said right-of-way, a distance of 275.81 feet; thence leaving said right-of-way boundary North 07°13'05" West, a distance of 326.06 feet; thence North 00°00'00" East, a distance of 541.66 feet; thence North 44°40'00" East, a distance of 371.76 feet; thence South 86°46'41" East, a distance of 611.11 feet; thence South 19°59'02" East, a distance of 649.25 feet; thence South 07°13'05" East, a distance of 292.46 feet to the Northwesterly right-of-way line of East Sugar Mill Drive; thence along said right-of-way the following calls: thence North 70°59'10" East, a distance of 95.79 feet to a point of curvature; thence along a curve to the left an arc distance of 214.22 feet, said curve having a radius of 915.00 feet, and a central angle of 13°24'52", subtended by a chord of 213.74 feet, chord bearing North 64°16'44" East to a point on the curve; thence leaving said right-of-way boundary North 60°40'00" West, a distance of 240.53 feet; thence North 22°23'57" West, a distance of 578.83 feet; thence North 37°34'10" East, a distance of 192.38 feet; thence South 72°01'16" East, a distance of 132.69 feet; thence South 51°42'59" East, a distance of 296.91 feet to a point on a curve that is concave to the Northwesterly, tangent bearing of the curve North 42°16'15" East; thence along the curve to the left an arc distance of 44.44 feet, said curve having a radius of 235.00 feet and a central angle of 10°50'04", subtended by a chord of 44.37 feet, chord bearing North 36°51'13" East to a point of tangency; thence North 31°26'11" East, a distance of 119.75 feet to a point of curvature; thence along a curve to the right an arc distance of 64.00 feet, said curve having a radius of 75.00 feet and a central angle of 48°53'35", subtended by a chord of 62.08 feet, chord bearing North 55°52'58.5" East to a point on the curve; thence North 09°40'14" West on a radial line from said curve, a distance of 23.98 feet; thence North 33°51'26" East, a distance of 262.51 feet; thence North 44°30'03" East, a distance of 97.69 feet; thence South 77°09'57" East, a distance of 207.83 feet to a point on a curve that is

EXHIBIT "C"

WL 3147 n 284

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

THE PLANTATION

DECLARATION OF RESTRICTIONS

Declaration of covenants and restrictions made this 5th
day of August, 19 76, by TRAFALGAR
DEVELOPERS OF FLORIDA, INC., a Florida corporation, owners of all the
rights, title and interest, both legal and equitable, in and to the
following-described property in Hillsborough County, Florida, to-wit:
Subdivision Rosemount Village Unit I, Lots 1 thru 110 of
Plat Book 47, Pages 5-1, 5-2, 5-3 and 5-4.

(These documents when recorded are for Rosemount Village #7 single-
family "C" houses)

REC 3147 PG 265

WITNESSETH:

WHEREAS, the undersigned party, as owner and developer of the above-described property, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the community, desires to impose certain covenants and restrictions on the use of said property:

NOW THEREFORE, it is declared that the hereinabove described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned and upon all persons deraining title through the undersigned, and shall be for the benefit of and limitation upon all present and future owners of the above-described property, for a period set forth hereinafter:

1. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height.

2. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence or other occupancy, temporarily or permanently, and no structure may be erected on any lot for other than residential purposes.

No structure of any kind shall be moved on to any lot except temporary buildings used by contractors in connection with construction work.

REC 3147 pg 266

3. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by the Developer to advertise the property during the construction and sales period.

5. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No trailer or commercial vehicle, other than those present on business may be parked in the subdivision provided, however, commercial vehicles personally used by the lot owners may be parked in the said subdivision on driveways their lots in such a manner so as not to protrude or intrude upon any sidewalks or other areas of public way. No vehicle that is inoperative shall be left on the property.

6. No clothes lines shall be installed so as to be visible from the street in front of the residence.

7. No fence or wall shall be erected on any lot closer than the front building line of any dwelling constructed on a lot, except for walls or fences which are built, erected or installed as part of the original construction of the improvements upon the lots by the Developer.

8. No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any lot unless

material provided for structure, building, wall, fence or other structure is of material assuring harmony with the exterior design, in regard to surrounding buildings, walls, fences or structures constructed by developer and harmonious to original plans and specifications within the community. Outside storage buildings or sheds may be erected or placed on the lot provided that the lot shall first be fenced with the appropriate fencing material not to exceed six (6) feet in height, and the said outside storage building or shed shall not exceed six (6) feet in height. The paint, coating, stain or other exterior finishing colors on all buildings, walls, fences or other structures shall be of that original color provided by the Developer and harmonious to the original external colors on plans and specifications within the community.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

10. Each wall or fence, or both, which is built as a part of the original construction of the improvements upon the lots and

placed by the Developer on the dividing lines between the lots shall constitute a party wall; and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the lot owners who make use of the wall in proportion to such use.

a. If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it, and any owner having the right to use the same shall contribute to the cost of restoration thereof in proportion to such use, the foregoing to be without prejudice, however, to the right of any such owner to call for a larger contribution from the other owners under any rule of law regarding liability for negligence or willful acts or omissions.

b. Notwithstanding any other provision of this Declaration, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

c. The right of any owner to contribution from any other owner under this Paragraph shall be appurtenant to the land and shall pass to such owner's successors in title and the burden thereof similarly shall devolve upon an owner's successors in title.

d. Each lot upon which a party wall is constructed is hereby benefited and burdened by reciprocal appurtenant easements for the maintenance, repair and reconstruction of such party wall or walls; for lateral and subjacent support; and for encroachments between each lot for the unwillful placement, settling, or shifting of the improvements constructed,

REC. 3147 pg 269

reconstructed, or altered thereon to a distance of not more than one foot as measured from any point on the common boundary between each lot along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the owner of any lot.

11. Each owner shall have an easement of reasonable size and duration over, upon, and across the lot upon which a party wall or fence is constructed and is shared by said owner, (as set forth in Paragraph 10 of these Declarations) for the purpose of maintenance, repair, improvements and reconstruction of the dwelling originally constructed thereon. This easement shall apply only when specifically necessary to accomplish the purposes set forth herein, and said owner utilizing this easement shall be liable for any damages to the adjacent lot arising from the use of said easement.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy five (75%) percent of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded in the Public Records of Hillsborough County, Florida.

REF: 3147 PG 270

13. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violations, or both. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees.

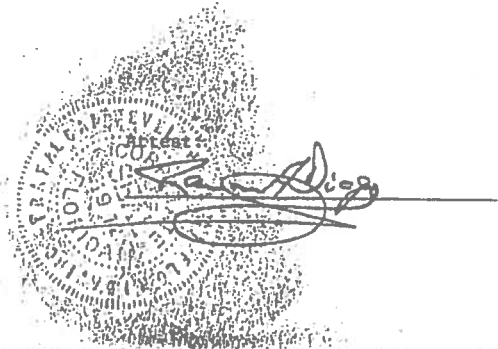
14. Invalidation of any provision of these Covenants by judgement or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

15. As long as there is a Class B membership, amendment of this Declaration will require the prior approval of the VA if application for VA mortgage guarantees has been made and not withdrawn.

IN WITNESS WHEREOF, the part hereto has caused these presents to be executed in its corporate name, by its officers, duly authorized and its corporate seal to be affixed hereto, this 5th day of August, 19 76.

TRAFALGAR DEVELOPERS OF
FLORIDA, INC.

By 



RE 3147 vs 271

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY, that on this 5th day of August, 19 76, before me personally appeared Ricardo A. Gonzalez and Ramon A. Diago, respectively the Vice President and Assistant Secretary of Trafalgar Developers of Florida, Inc., a corporation existing under the laws of the State of Florida, to me known to be the individuals and officers described in the foregoing instrument and severally acknowledged the execution hereof to be their free act and deed as such officers thereunto duly authorized; and the official seal instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tampa, in the County of Hillsborough, State of Florida, the day and year last aforesaid.

Jean P. [Signature]
Notary Public, State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 18, 1978
BONDED THRU GENERAL INSURANCE UNDER WRIT # [unclear]

EXHIBIT "D"

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

THE PLANTATION

DECLARATION OF RESTRICTIONS

REC. 3147 n 272

Declaration of covenants and restrictions made this 5th
day of August, 19 76, by TRAFALGAR DEVELOPERS
OF FLORIDA, INC., a Florida corporation, owners of all the rights, title
and interest, both legal and equitable, in and to the following-described
property in Hillsborough County, Florida to-wit:

Subdivision Grove Point Village Unit I and Unit II, Lots 1 thru
80, Plat Book 47, Pages 23-1, 23-2 and 23-3, 6-1, 6-2, and 6-3.

(These documents when recorded are for Grove Point Village E-5 Single-
family "B" houses)

WITNESSETH:

REC. 3147 PG 273

WHEREAS, the undersigned party, as owner and developer of the above-described property, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the community, desires to impose certain covenants and restrictions on the use of said property:

NOW THEREFORE, it is declared that the hereinabove-described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned, and shall be for the benefit of and limitation upon all present and future owners of the above-described property, for a period set forth hereinafter:

1. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage.

2. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence or other occupancy, temporarily or permanently, and no structure may be erected on any lot for other than residential purposes.

No structure of any kind shall be moved on to any lot except temporary buildings used by contractors in connection with construction work.

REF. 3147 re 274

3. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by the Developer to advertise the property during the construction and sales period.

5. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No trailer or commercial vehicle, other than those present on business may be parked in the subdivision provided, however, commercial vehicles personally used by the lot owners may be parked in the said subdivision on driveways of their lots in such a manner so as not to protrude or intrude upon any sidewalks or other areas of public way. No vehicle that is inoperative shall be left on the property.

6. No clothes lines shall be installed so as to be visible from the street in front of the residence.

7. No fence or wall shall be erected on any lot closer than the front building line of any dwelling constructed on a lot, except for walls or fences which are built, erected or installed as part of the original construction of the improvements upon the lots by the Developer.

8. No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any lot unless

REF. 3147 pg 275

material provided for structures, building, wall, fence or other structure is of material assuring harmony with the exterior design, in regard to surrounding buildings, walls, fences or structures constructed by developer and harmonious to original plans and specifications within the community. Outside storage buildings or sheds may be erected or placed on the lot provided that the lot shall first be fenced with the appropriate fencing material not to exceed six (6) feet in height, and the said outside storage building or shed shall not exceed six (6) feet in height. The paint, coating, stain or other exterior finishing colors on all buildings, walls, fences or other structures shall be of that original color provided by the Developer and harmonious to the original external colors on plans and specifications within the community.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Easements of not more than five (5) feet over, upon, and across adjacent lots are hereby granted for the purpose of maintenance, repair, improvements and examination of utilities thereon. This easement shall apply only when specifically necessary to accomplish the purposes set forth herein. Each lot upon which a "zero lot-line" structure is constructed as hereinafter defined is hereby benefited and burdened by reciprocal appurtenant easements for the said maintenance, repair, and examination of said utilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water

REC. 3147 PG 276

through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

10. Each owner shall have an easement of reasonable size and duration over, upon, and across the lot adjacent to said owners lot when any part of the original dwelling or appurtenant structure thereto (such as fences and the like) is constructed in such a manner so as to lie directly on (or over) the lot line dividing the said lots (commonly known as "zero-line" structure) for the purpose of maintenance, repair, improvements and reconstruction of the dwelling originally constructed thereon. This easement shall apply only when specifically necessary to accomplish the purposes set forth herein, and said owner utilizing this easement shall be liable for any damages to the adjacent lot arising from the use of said easement. Each lot upon which a "zero lot-line" structure is constructed is hereby benefited and burdened by reciprocal appurtenant easements for the said maintenance, repair and reconstruction of such "zero lot-line" structures; for lateral and subjacent support; and for encroachments between each lot for the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon to a distance of not more than one foot as measured from any point on the common boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the owner of any lot.

REC. 3147 PG 277

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded in the Public Records of Hillsborough County, Florida.

12. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violations, or both. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees.

13. Invalidation of any provision of these Covenants by judgement or Court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

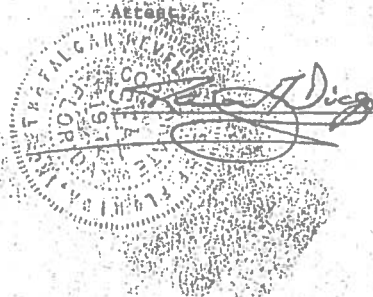
RE 3147 R 278

14. As long as there is a Class B membership, amendment of this Declaration will require the prior approval of the VA if application for VA mortgage guarantees has been made and not withdrawn.

IN WITNESS WHEREOF, the part hereto has caused these presents to be executed in its corporate name, by its officers, duly authorized and its corporate seal to be affixed hereto, this 5th day of August, 19 76.

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

By *R. Gonzalez*



ME 3147 vs 278

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY, that on this 5th day of August,
19 76, before me personally appeared Ricardo A. Gonzalez and Ramon A.
Diago, respectively the Vice President and Assistant Secretary of Trafalgar
Developers of Florida, Inc., a corporation existing under the laws of the
State of Florida, to me known to be the individuals and officers described
in the foregoing instrument and severally acknowledge the execution thereof
to be their free act and deed as such officers thereunto duly authorized,
and the official seal instrument is the act and deed of said corporation.
WITNESS my signature and official seal at Tampa, in the County
of Hillsborough, State of Florida, the day and year last aforesaid.

John P. [Signature]
Notary Public, State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 11, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

EXHIBIT "E"

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

THE PLANTATION

DECLARATION OF RESTRICTIONS

RE 3147 pg 280

Declaration of covenants and restrictions made this 5th
day of August, 19 76, by TRAFALGAR DEVELOPERS OF
FLORIDA, INC., a Florida corporation, owners of all the rights, title
and interest, both legal and equitable, in and to the following-described
property in Hillsborough County, Florida, to-wit:

Subdivision Willowbrae Village, Lots 1 thru 50, Plat Book 47,
Pages 15-1 and 15-2.

(These documents when recorded are for Willowbrae Village E-6 single
family "A" houses)

REF. 3147 PG 281

WITNESSETH:

WHEREAS the undersigned party as owners of the above-described property, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the community, desire to impose certain covenants and restrictions on the use of said property:

NOW THEREFORE, it is declared that the hereinabove described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned parties, their legal representatives as hereinafter set forth:

1. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage.

2. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently, and no outbuilding, shack, or other structure may be erected on any lot for other than residential purposes except a private garage.

3. No dwelling shall be constructed on any lot or parcel at a cost of less than \$15,000 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that

which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,250 square feet, for one-story dwelling, and not less than 1,400 square feet for a two-story building.

4. No dwelling shall be constructed on a plot having an area of less than 6,000 square feet and such plot shall be not less than 50 foot in width at the front building setback line. No dwelling shall be erected nearer than 20 feet to the front lot line and not nearer than 25 feet to the rear lot line. No dwelling shall be erected nearer than 7 1/2 feet to any interior lot line.

5. No garage shall be erected on any lot prior to the construction of a dwelling. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be of the same kind of material as the construction of the dwelling; same shall be substantial and shall conform architecturally with the dwelling.

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No barracks type or other structure shall be moved onto any lot or parcel in the area covered by these restrictions.

8. No sign of any kind shall be displayed to the public view of any lot except for one professional sign not more than two

foot square in size advertising the property for sale or rent, and except for signs used by a builder to advertise the property during the construction and sales period.

9. No fence or wall shall be erected on any lot closer than the front building line of any dwelling constructed on a lot, except for walls or fences which are built, erected or installed as part of the original construction of the improvements on lots by the developer.

10. No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any lot unless material provided for structure, building, wall, fence or other structure is of material assuring harmony with the exterior design, in regard to surrounding buildings, walls, fences or structures constructed by developer and harmonious to original plans and specifications within the community. Outside storage buildings or sheds may be erected or placed on the lot provided that the lot shall first be fenced with the appropriate fencing material not to exceed six (6) feet in height, and the said outside storage building or shed shall not exceed six (6) feet in height. The paint, coating, stain or other exterior finishing colors on all buildings, walls, fences or other structures shall be of that original color provided by the Developer and harmonious to the original external colors on plans and specifications within the community.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall

be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

12. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No trailer or commercial vehicle, other than those present on business may be parked in the subdivision provided, however, commercial vehicles personally used by the lot owners may be parked in the said subdivision on driveways of their lots in such a manner so as not to protrude or intrude upon any sidewalks or other areas of public way. No vehicle that is inoperative shall be left on the property.

13. No clothes lines shall be installed so as to be visible from the street in front of the residence.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%)

3147 285

of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded in the Public Records of Hillsborough County, Florida.

15. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violations, or both. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees.

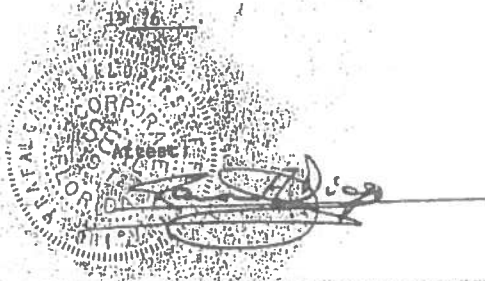
16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. As long as there is a Class B membership, amendment of this Declaration will require the prior approval of the VA if application for VA mortgage guarantees has been made and not withdrawn.

IN WITNESS WHEREOF, the part hereto has caused these presents to be executed in its corporate name, by its officers, duly authorized and its corporate seal to be affixed hereto, this 5th day of August.

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

By [Signature]



Bl. 3147 n 286

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY, that on this 5th day of August,
19 76, before me personally appeared Ricardo A. Gonzalez and Ramon A.
Diago, respectively the Vice President and Assistant Secretary of Trafalgar
Developers of Florida, Inc., a corporation existing under the laws of the
State of Florida, to me known to be the individuals and officers described
in the foregoing instrument and severally acknowledged the execution thereof
to be their free act and deed as such officers thereunto duly authorized,
and the official seal instrument is the act and deed of said corporation

WITNESS my signature and official seal at Tampa, in the County
of Hillsborough, State of Florida, the day and year last aforesaid.


Notary Public, State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 11, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

EXHIBIT F

PL 9147 n 287

PARCEL I

All of Section 17, Township 28 South, Range 18 East, lying West and South of Gunn Highway, except the Southwest quarter thereof and less right-of-way for Linebaugh Avenue on the South.

PARCEL II

That part of the North half of the Northwest quarter of the Southwest quarter of Section 16, Township 28 South, Range 18 East, lying South and West of Gunn Highway.

PARCEL III

That part of the South half of the Southwest quarter of the Southwest quarter of Section 8, Township 28 South, Range 18 East, lying South and West of Gunn Highway.

PARCEL IV

That part of the North half of the Southwest quarter of the Southwest quarter of Section 16, Township 28 South, Range 18 East, lying South and West of Gunn Highway.

PARCEL V

The Southwest quarter of the Southwest quarter of the Southwest quarter of Section 16, Township 28 South, Range 18 East, less right-of-way for Linebaugh Avenue on the South.

PARCEL VI

The Southwest quarter of Section 17, Township 28 South, Range 18 East, all of the above lying and being in Hillsborough County, Florida.

EXHIBIT F
(continued)

LESS AND EXCEPT

Exhibit A

LESS AND EXCEPT

Exhibit B

LESS AND EXCEPT

School and Park Site (metes and bounds being prepared)

LESS AND EXCEPT

Commercial Area 1 (metes and bounds being prepared)

LESS AND EXCEPT

Commercial Area 2 (metes and bounds being prepared)

LESS AND EXCEPT

Water Treatment Plant - described as follows:

A parcel of land lying in Section 17, Township 28 South, Range 18 East, Hillsborough County, Florida; more particularly described as follows:

Commence at the Southwest corner of said Section 17; thence run South 89°21'57" East, along the Southerly section line of said Section 17, 1,822.98 feet; thence North 00°00'00", 1,871.71 feet to the Point of Beginning; thence from the Point of Beginning, run North 19°15'22" East, 340.00 feet; thence South 70°44'38" East, 200.00 feet; thence South 19°15'22" West, 213.78 feet; thence South 77°00'00" West, 236.50 feet to the Point of Beginning.

Said parcel containing 1.271 acres, more or less.

EXHIBIT F
(continued)

3147 289

LESS AND EXCEPT

Pumping Station Site "A" - described as follows:

A parcel of land lying in Section 17, Township 28 South, Range 18 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 17; thence run South 89°21'57" East, along the Southerly section line of said Section 17, 2309.80 feet; thence North 00°00'00", 705.04 feet; to a point on the Northerly right-of-way line of West Sugar Mill Drive as Recorded in Official Record Book 3074, Pages 1146 through 1149 of the Public Records, Hillsborough County, Florida, said point being the POINT OF BEGINNING; from the Point of Beginning, run North 14°39'11" East, 50.00 feet; thence South 89°21'57" East, 25.00 feet; thence South 14°39'11" West, 50.00 feet, to the aforesaid Northerly right-of-way line of West Sugar Mill Drive; thence North 89°21'57" West, along said right-of-way, 25.00 feet to the Point of Beginning.

Containing 0.029 acres, more or less.

LESS AND EXCEPT

Pumping Station Site "B" - described as follows:

A parcel of land lying in Section 17, Township 28 South, Range 18 East, being more particularly described as follows:

Commence at the Southwest corner of said Section 17; thence run South 89°21'57" East, along the Southerly section line of said Section 17, 2263.86 feet; thence North 00°00'00", 2984.52 feet to the POINT OF BEGINNING; thence from the Point of Beginning run North 69°00'02" West, 30.63 feet; thence North 20°59'58" East, 50.00 feet; thence South 69°00'02" East, 25.00 feet; thence South 20°59'58" West, 25.12 feet; thence South 08°14'59" West, 25.50 feet to the Point of Beginning.

Containing 0.30 acres, more or less

EXHIBIT F
(continued)

3147 n 280

LESS AND EXCEPT

Pumping Station Site "C" - described as follows:

A parcel of land lying in Section 17, Township 28 South, Range 18 East, being more particularly described as follows:

Commence at the Southeast corner of Section 17; thence run North 89°21'57" West, along the Southerly section line of said Section 17, 640.13 feet; thence North 00°00'00", 845.35 feet to the POINT OF BEGINNING; thence from the Point of Beginning run North 59°45'20" West, 25.00 feet; thence North 60°42'14" East, 50.00 feet; thence South 59°45'20" East, 25.00 feet; thence South 60°42'14" West, 50.00 feet to the Point of Beginning.

Containing 0.029 acres, more or less.

LESS AND EXCEPT

Road Parcel No. 1, as per deed recorded in Official Record Book 3074, Pages 1140 through 1141 of the Public Records, Hillsborough County, Florida.

LESS AND EXCEPT

Road Parcel No. 2, as per deed recorded in Official Record Book 3074, Pages 1142 through 1143 of the Public Records, Hillsborough County, Florida.

LESS AND EXCEPT

Road Parcel No. 3, as per deed recorded in Official Record Book 3074, Pages 1144 through 1145 of the Public Records, Hillsborough County, Florida.

LESS AND EXCEPT

Road Parcel No. 4, as per deed recorded in Official Record Book 3074, Pages 1146 through 1149 of the Public Records, Hillsborough County, Florida.

LESS AND EXCEPT

Road Parcel No. 5, as per deed recorded in Official Record Book 3147, Pages 293 of the Public Records, Hillsborough County, Florida.

EXHIBIT F
(continued)

3147 n 291

LESS AND EXCEPT

Road Parcel No. 6, as per deed recorded in Official Record Book
3081, Pages 891 through 893 of the Public Records, Hillsborough
County, Florida.

LESS AND EXCEPT

Road Parcel No. 7, as per deed recorded in Official Record Book
3081, Pages 894 through 897 of the Public Records, Hillsborough
County, Florida.

LESS AND EXCEPT

Road Parcel No. 8, as per deed recorded in Official Record Book
3147, Pages 294 of the Public Records, Hillsborough
County, Florida.

EXHIBIT F
(continued)

WCFS WEST CENTRAL FLORIDA SURVEYORS, INC.
8708 SWANN AVENUE / TAMPA, FLORIDA 33609 / (813) 879-3271

REC-3147 vs 292

August 9, 1976

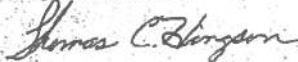
Trafalgar Developers of Florida, Inc.
Rural Route 7
4500 Gunn Highway
Tampa, Florida 33615

Attention: Harold Lasky

Gentlemen:

This is to certify that the undersigned Land Surveyor, No. 2117,
Florida, hereby certifies that the attached legal descriptions, i.e.
road parcels No. 5 and 8 were prepared under my responsible supervision
and are correct to the best of my knowledge.

Very truly yours,



Thomas C. Hingson
RLS No. 2117, Florida

TCH/smw/jpr

attachments



EXHIBIT F
(continued)

REF. 3147 PG. 293

LEGAL DESCRIPTION: Right-of-Way, Linebaugh Avenue - Parcel No. 5

A parcel of land, for purpose of right-of-way of Linebaugh Avenue, lying partly in Section 17 and partly in Section 16, Township 28 South, Range 18 East, Hillsborough County, Florida; more particularly described as follows:

Commencing at the Southwest corner of said Section 17, said Point being the POINT OF BEGINNING, run thence North $00^{\circ}22'15''$ West, a distance of 100.02 feet; thence South $89^{\circ}21'57''$ East, a distance of 5256.57 feet; thence South $89^{\circ}37'58''$ East, a distance of 663.50 feet; thence South $00^{\circ}17'33''$ West, a distance of 100.00 feet to a point on the South section line of Section 16, Township 28 South, Range 18 East; thence North $89^{\circ}37'58''$ West along said section line a distance of 663.86 feet to the Southeast corner of Section 17; thence North $89^{\circ}21'57''$ West along the South section line of Section 17, a distance of 5255.05 feet to the POINT OF BEGINNING.

Said parcel containing 13.589 acres, more or less.

EXHIBIT F
(continued)

OFF. REC. 3147 PG. 294

LEGAL DESCRIPTION: Right-of-Way - Windrush Drive - Parcel No. 8

A parcel of land for purpose of right-of-way of Windrush Drive, lying in Section 17, Township 28 South, Range 18 East, Hillsborough County, Florida; more particularly described as follows:

Commence at the Southwest corner of said Section 17; thence South 89°21'57" East, along the Southerly boundary of said Section 17, 4220.96 feet; thence North, 1069.86 feet to the POINT OF BEGINNING; thence from the POINT OF BEGINNING run North 48°41'10" East, 90.00 feet; thence South 41°18'50" East, 171.36 feet to the Point of Curvature of a curve to the left having a radius of 655.00 feet; thence along and around said curve an arc distance of 210.82 feet to the Point of Tangency; thence South 59°49'20" East, 66.84 feet; thence South 30°14'40" West, 90.00 feet; thence North 59°45'20" West, 66.84 feet, to the Point of Curvature of a curve to the right having a radius of 745.00 feet; thence along and around said curve an arc distance of 239.79 feet to the Point of Tangency; thence North 41°18'50" West, 171.36 feet to the POINT OF BEGINNING.


Said parcel containing 0.958 acres, more or less.

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH
I hereby certify that the foregoing is a true and correct copy of pages 210 through 211 of the instrument filed in this office. The original instrument filed contains 65 pages.

This copy has no redactions. This copy has been redacted pursuant to law.

Witness my hand and official seal this 31 day of May, 20 19

PAT FRANK, CLERK OF THE CIRCUIT COURT
By: [Signature]
Deputy Clerk



Aug 10 12 44 PM '76
CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

RECEIVED

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