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Prepared by and return to:
Ellen Hirsch de Haan, J.D.
Becker & Pollakoff, P.A.
2401 West Bay Drive, Suite 414
Largo, FL 33770

CERTIFICATE OF RECORDING THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS OF SAVANNAH LANDINGS, AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF SAVANNAH LANDINGS HOMEOWNERS' ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Savannah Landings, and the Articles of Incorporation and By-Laws of Savannah Landings Homeowners' Association, Inc., an attachment to the Declaration, as originally described in Book 10201 at Page 1889, and at Plat Book 87, at Page 99, of the Official Records of Hillsborough County, Florida. The Amended and Restated Declaration, Articles of Incorporation and By-Laws were duly approved as required by said Governing Documents at a Meeting held on JANUARY 15, 2007.

IN WITNESS WHEREOF, we have affixed our hands this 15th day of January, 2007, at Hillsborough County, Florida.

(SEAL)

**SAVANNAH LANDINGS
HOMEOWNERS' ASSOCIATION, INC.**

Witnesses:

Melina Kocera
Signature
M. MELINA KOCERA
Printed Name
Cheryl J. Jones
Signature
Cheryl J. Jones
Printed Name

By: Charles Scaffidi
President
Printed Name: Charles F. Scaffidi
Attest: Laurie E. Ohall
Secretary
Printed Name: Laurie E. Ohall

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Charles Scaffidi, President and Laurie Ohall, Secretary of SAVANNAH LANDINGS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have produced as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Mary Collister
Notary Public
Printed Name: Mary Collister

My commission expires: 4/7/2008

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SAVANNAH LANDINGS

THIS DECLARATION, is made this 10th. Day of May of 2000, Franklin Development Corporation (hereinafter referred to as "Developer"), whose address is 910 Lithia Pinecrest Rd., Brandon, Florida 33511.

WITNESETH:

WHEREAS, the Developer is the owner of certain property in Hillsborough County, Florida (Property), more particularly described as follows:

Savannah Landings, as recorded at Plat Book 87 Page 99, in the Public Records of Hillsborough County, Florida.

WHEREAS, Developer is developing the Property into a residential community of single family homes, and

WHEREAS, Developer intends and desires to impose certain covenants, restrictions, easements, conditions, and liens upon the Property and the use thereof, as part of a common plan of development upon the Property, and to protect its value and desirability;

NOW THEREFORE, the Developer hereby declares that the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Section 1. "Architectural Committee" shall mean the Architectural Committee, provided in Article VII hereof.

Section 2. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

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Section 3. "Assessments" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 4. "Association" means Savannah Landings Homeowners Association, Inc. , a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Common Area" means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners.

Section 7. "Declaration" shall mean and refer to this Declaration, together with any and all supplements or amendments hereto, is any.

Section 8. "Developer" means Franklin Development Corporation, and its successors and assigns, if such successors and assigns are designated in writing by the Developer as the successors and assigns of Developer's rights hereunder.

Section 9. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 10. "Lot" means any platted parcel of land shown on the recorded subdivision map or replat as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, or marked acreage.

Section 11. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means any mortgage, deed or trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

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Section 14. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 15. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 16. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 17. "Plat" means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 18. "Property" means the lands described as Savannah Landings herein, including Lots and Common Areas as recorded in Plat as recorded in Plat Book __, Page __ through __ in the Public Records of Hillsborough County, Florida.

Section 19. "Recorded" means filed for record in Hillsborough County, Florida.

Section 20. "Structure" shall mean any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer), temporary or permanent improvement, excavation, grading, fill, ditch, diversion, dam, other thing or device which affects the flow of waters, utility shed, detached shed or other activity.

ARTICLE II. PROPERTY RIGHTS AND COMMON AREAS

Section 1. "Easements and Enjoyment". Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

- a. Fees. The Association's right to charge reasonable fees for the use,

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safety and maintenance of any common facilities from time to time situated on the Common Area.

- b. **Suspension.** The Association's right to suspend such Owner's right to use any facility owned or controlled by the Association for the period of unpaid assessments; or to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days. No such suspension shall interfere with the Owner's access to the Lot owned.
- c. **Delegation of Use.** Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.
- d. **Rules and Regulations.** The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Developer dedicates that portion of the Properties described on the recorded plat and made a part hereof for the use and maintenance of public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Developer dedicates the Common Area for use by all utilities for construction and maintenance of utilities are reserved as shown on the recorded plat. 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 or which are common areas.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Developer, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

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Section 5. Common Walls. All common walls not wholly within the confines of a Lot shall be maintained by the Association. Any structural or interior repairs to such walls shall be the responsibility of the Association. Developer hereby grants to the Association, its agents and contractors, an easement over the portion adjacent to any such wall for the making of necessary repairs, subject to reasonable hours, use and prior notice to any affected Owner.

Section 6. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

a. **Obstructions.** There will be no obstructions of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Developer as part of the Work, and their replacement.

b. **Alterations.** Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors.

c. **Activities.** All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

Section 7. Walls and Landscaping. Any walls and attendant landscaping constructed by the Developer as part of the subdivision improvements or otherwise, shall be kept and maintained by the Association in condition and appearance as constructed, unless the Association otherwise consents.

ARTICLE III. GENERAL USE RESTRICTIONS

Section 1. Use of Lots. Each Lot may be improved and used for residential purposes only and only single family homes, approved in accordance with Article VII, Sections 1,2,3 and 6, may be constructed thereon. No trade, business, or profession of any kind, or any activity other than that of a single family residence may be conducted on any Lot. No billboards or advertising signs shall be erected or displayed thereon, except for the business of the Developer and its transferees in developing the Properties and advertising signs in furtherance thereof. No building or other improvements on a Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any dwelling may be used for the purpose of renting rooms or for transient accommodations. No duplex, garage apartment, or apartment house shall be erected, converted, or allowed to remain on any Lot. Notwithstanding the previous sentence, if permitted by County regulation, a separate but connected living area may be included in the dwelling, intended for use by related parties.

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Section 2. View Obstructions. The Association or the Developer shall have the right, but not the obligation, to remove, relocate, or require the removal or relocation of any fence, wall, berm, hedge, shrub, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment of the Association, obstruct the vision of a motorist upon any road within the Subdivision.

Section 3. Dwellings. Only one dwelling may be constructed on any Lot. The minimum square footage of each dwelling shall be 1000 square feet of air conditioned living space for a one story dwelling and 1200 square feet of air conditioned living space for a dwelling of more than one story, with each dwelling containing a two car garage of similar architectural style as the main dwelling unless otherwise approved by Developer.

Section 4. Screening. Except for regular collection and disposal, no receptacles for rubbish, trash, garbage or other waste material or accumulations, may be kept, stored erected or permitted anywhere except within the dwelling or garage.

Section 5. Temporary Structures. No structure of a temporary character, trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn or other outbuilding or any portion of the same, or any structure of any kind, shall be constructed or parked on any Lot at any time.

Section 6. Building Restriction Lines. Any dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations. No variances will be permitted without written permission from the Architectural Committee, in addition to zoning requirements.

Section 7. Vehicular Parking. No motorized wheeled vehicles of any kind and no boats may be kept or parked on any Lot, unless completely inside a garage attached to the main residence or completely screened from view from outside the Lot by fence, wall, or landscaping, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway or parking area on the Lot. Private automobiles of guests of the occupants may also be parked in such driveway or parking area during such times necessary for services or maintenance of the dwelling or Lot or pickup and delivery service, provided that permission for such parking is granted by the Lot Owner solely for the purpose of such service. No inoperative vehicles shall be parked, repaired or maintained anywhere on the Property. No permanent or long term parking is permitted on the common areas, including streets, except in areas specifically designated by the Association's Board of Directors for parking. Temporary parking on the common areas, including streets, may be permitted, pursuant to the Rules and Regulations adopted by the Board of Directors, from time to time. Recreational vehicles may be parked for a maximum of thirty-six (36) hours to

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permit loading and preparation for a trip, in locations that do not block any access to the community or to any driveways other than the driveway of the owner of the recreational vehicle.

Section 8. Window Air Conditioners, Fans, and Solar Devices. Unless the prior approval of the Architectural Committee has been obtained, no window air conditioning units, window fans, exhaust fans, or solar heating devices shall be installed on any side of a dwelling which faces a street, Common Area. The only exception to the solar restrictions will be for a pool/clubhouse complex.

Section 9. No trailer, basement, garage, or any outbuilding of any kind shall at any time be used as a residence, either temporarily or permanently.

Section 10. Signs. No signs of any type shall be erected on any Lot or displayed to the public on any Lot except a professional or real estate sign as described below. A professional sign shall contain only the name, address, phone number, and occupation of a resident of the Lot, and shall be no more than one square foot in size. A real estate sign shall contain only the notation "for sale", "for rent", or "for lease", the telephone number, and the name of the agent and/or real estate broker or "by owner", as applicable, and shall not be more than four square feet in area. No other signs may be erected or maintained on any Lot, and no sign may be erected or maintained on any Lot which contains any language, drawing, or any material other than the words noted above. All signs permitted by this subsection are subject to the Association's rules and regulations and the approval of the Architectural Committee, provided the Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section, and hereby granted an easement for this purpose.

Section 11. Aerials. Installation of any exterior radio or television mast, tower, pole, wire, aerial, antenna, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any other portion of a Lot, only in accordance with the requirements of the Federal Telecommunications Act of 1996 and Regulations adopted from time to time by the Board of Directors or the Architectural Committee, regarding location, installation, maintenance and safety, appearance, number, notice to Association, and enforcement, as permitted by applicable Laws, and not located in the front yard. No satellite dish shall be permitted except those of less than one meter (39 inches) in diameter. The Architectural Committee created pursuant to Article VII, Sections 1,2,3 and 6 shall adopt standards for the placement of such satellite dishes.

Section 12. Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any structure located on a

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Lot (which causes interference with the television or radio reception in any structures located on other Lots.)
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Section 13. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Properties, except that dogs, cats and other customary household pets, limited to a reasonable number which do not affect adjoining properties in any way, may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

The keeping of a dog or other pet on the Property is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Association upon finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence on the Property. A dog must be kept on a leash at all times when outside.

Section 14. Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried out on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by the Developer. No Owner shall permit any use of his Lot or make any use of the Common Areas or streets within the Subdivision that will increase the cost of insurance upon the Property above the cost when the Property is used for approved purposes, or that will cause any such insurance to be cancelled or threatened for cancellation, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the streets or Common Areas, except in accordance with the Rules and Regulations.

Section 15. Trees and Surface Conditions. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Property lying outside of the Owner's Lot. No living tree, may be planted or cut on any portion of the Property, including the Lot, without first obtaining the written consent of the Architectural Committee. No sod, topsoil, or shrubbery shall be removed from the Property, no change in elevations shall be made, and no change in the condition of the soil or the level of the land shall be made which

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result in any permanent change in the flow and drainage of surface water which is not approved by the Architectural Committee.

Section 16. Maintenance. Each Owner must repair, replace and maintain the, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot, which are not maintained by the Association. The Association shall maintain the landscaping, lawn, and irrigation system, including fertilization and irrigation water, exterior paint, exterior roofing including repair and replacement for ordinary use, wear and tear, the security wall, streetlights, and main subdivision roadway including repaving as necessary. However, the Association is not responsible for insuring the roofs, nor is the Association responsible for replacement of the roofs if the damage is caused by a hurricane, a tomado, a fire, or any other extraordinary casualty loss. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder.

Section 17. Rules and Regulations. The Association may adopt reasonable rules and regulations concerning the appearance and use of the Property, including both Lots and the Common Area, and may be amended from time to time by the Association in the manner provided by the Articles and By-Laws. The Association shall provide copies of the regulations and amendments thereto to all Owners and residents. The rules and regulations shall be binding on all Owners and residents after such copies are furnished. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. The Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by liens and foreclosure as provided herein. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose. All rules and regulations may be initially promulgated by the Board, subject to amendment or rescission by a majority of the membership present and entitled to vote at any regular or special meeting of

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members. The Association's procedures for enforcing its rules and regulations shall provide the affected Owner with reasonable prior notice and reasonable opportunity to be heard, in person and through representatives of the Owner's choice.

Section 18. Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 19. Activities of Developer. Notwithstanding any other provision of the Declaration, until the Developer has completed all subdivision improvements and the sale of all Lots, neither the Association nor any Owner shall interfere with the completion of sales of the Lots. Developer may make such use of the unsold Lots as may facilitate sales, including maintenance of a sales office and model homes, construction and use of parking lots, the showing of Lots and the display of signs.

Section 20. Fences. Fences shall be permitted only as designated in guidelines adopted by the Architectural Committee. The Architectural Committee created pursuant to Article VII hereof shall adopt uniform standards for the design and placement of fences, which standards shall not be limited to those specified in Article VII, but shall be compatible with the community as a whole. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Article VII.

No fences will be allowed to impede a neighbors view of any lake or pond. All fences must have a minimum five feet access gate for lawn maintenance. Fences must not impede any drainage of the lot. Fences must attach only to the rear corner of the building. No fence surface shall be facing the street in front of the building. All fences attaching to the rear corner and extending to rear property line and all fencing on back to back lots in the interior of the project shall be white PVC stockade style unless otherwise approved by the Architectural Review Committee. Association has the right to enter upon all properties for the purpose of repair or any maintenance or painting of any walls or fences.

Section 21. Replacement. In the event a residence and/or a roof is damaged or destroyed by casualty, hazard or other loss, other than ordinary wear and tear, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged residence and/or roof or promptly clear the damaged improvements and regrass and landscape the Lot in a slightly manner.

Section 22. Utility Lines. All telephone, electric, cable, and other utility lines and connections between the main or primary utility lines and the dwelling or other buildings located on a Lot shall be located underground and concealed

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from view. The Owner of a Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground utility system from the applicable transformer or supply to the residence and other buildings on the Lot.

Section 23. Mailboxes. No mailbox or paper box shall be erected or installed unless approved for design and location by the Architectural Committee.

Section 24. Wells. No wells may be drilled or maintained on any Lot without the prior written approval of the Architectural Committee, which may impose individual conditions on such operation in addition to those imposed by government.

Section 25. Basketball Hoops. No basketball hoops, backboards, or pole structures may be erected anywhere on the Property, including both Lots and Common Area.

Section 26. Clotheslines. No clotheslines or devices for the air-drying of clothing may be constructed in any location on a lot which is visible from any street.

Section 27. Swimming Pools. No above ground swimming pools shall be constructed on a lot. A screen enclosure or fence must be used to enclose in-ground pools. Pool and enclosure construction are subject to review by the Architectural Committee pursuant to the terms of Article VII.

**ARTICLE IV.
OPERATION, MAINTENANCE AND MONITORING
OF DRAINAGE FACILITIES**

Section 1. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Developer, accept transfer of the District permit. The conditions of the permit may include monitoring and record keeping schedules, and maintenance.

Section 2. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required. Parameter to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volume of water discharged, including

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total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

Section 3. The Association agrees to operate and maintain the system, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

Section 4. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit and when required by District rules.

Section 5. The Association, specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with this permit and District regulations, such as:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under the permit;
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or District rules; and
- d. Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Section 6. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (District).

Section 7. No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District pursuant to Chapter 40D-4.

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ARTICLE V.
THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

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

Class A. The Class A member shall be all Owners, with the exception of Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in each Lot owned, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be Developer who shall be entitled to nine (9) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when 100 percent of the lots have been sold by Developer.

Section 3. Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation or, improvements, equipment and personal property installed by the Developer on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area. The initial Common Areas in the subdivision are as defined herein. The Association shall maintain the structural portion of the perimeter wall constructed within the Common Area and shall paint the wall as needed.

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot, except the Association shall

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maintain exterior landscaping, lawn, irrigation system, exterior painting and roofing; and each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

- a. any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article III, Section 16, above; and
- b. as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and
- c. at least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article VI, Section 4, below.

Section 5. Access By The Association. The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 6. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are 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 with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the

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operation of the Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations. CERTIFIED COPY

Section 7. Rules and Regulations. As provided in the By-Laws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 8. Capital Improvements. Except for replacement or repair of items installed by Developer or Association, such as the perimeter wall and landscaped entry features, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of sixty-six percent (66%) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VIII, Section 2, below.

Section 9. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of Savannah Landings Homeowners Association, Inc., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Developer intends that the provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration, or any Supplemental or Amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

ARTICLE VI. ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Properties, Developer covenants, and each Owner of any Lot by acceptance of deed thereto, whether or not it is so expressed in such Deed, is deemed to covenant and agree, to pay to the Association:

- a. An annual assessment, as provided in Section 2 of this Article; and
- b. Special assessments, as provided in Section 3 of this Article; and
- c. Specific assessments, as provided in Section 4 of this Articles; and
- d. All excise taxes, if any, that from time to time may be imposed by

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law upon all or any portion of the assessments established by this Article;

- e. Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with excise taxes, interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

Class B lots shall not be assessed an annual or special assessment, but Developer may pay the excess expenses of the Association, including reserves, which exceed the amounts collected from Class A lot assessments. Each Class A Lot shall be assessed a proportional share of the common expenses, which share is equal to a fraction the numerator of which is one and the denominator of which is the total number of Class A lots subject to assessment under this Declaration.

Section 2. Annual Assessment. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area, including road resurfacing and the establishment of reserve accounts therefore, and the maintenance of the security wall; and (ii) the cost of labor, equipment, materials, management and, supervision of the Common Area, streetlights, and exterior maintenance of the Lots as provided herein, including exterior landscaping, lawn care and fertilization, irrigation system water and maintenance, exterior painting, roofing repair and replacement; and (iii) all other general activities and expenses of the Association. These expenses shall include, but not be limited to exterior maintenance of the common areas and exterior areas of each Lot, water and power for irrigation, exterior maintenance of buildings and of common walls, payment of fees for street lighting, lawn care and landscaping in common areas and on Lots. In addition, the Board of Directors may establish reserves for deferred maintenance and replacement of common area and common area improvements, in such categories and amounts to be determined by the Board from time to time.

Section 3. Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal or replacement of a capital improvement upon the Common Area. Any such special assessment may be payable in one or more installments, with or without interest.

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Section 4. Specific Assessments. Any and all accrued liquidated indebtedness of any Owner to the Association, including fines, arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand. This shall include costs of the Association for water use which are attributable to such Owner's Lot.

Section 5. Amount. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year.

If a budget adopted by the Board of Directors requires assessment against the unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessment for the previous year, the Board, on written application of ten percent (10%) of the unit owners, shall call a special meeting of the unit owners within thirty (30) days. The special meeting shall be called on not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and exact a budget by not less than a majority vote of all unit owners. Provisions for reasonable reserves for repair or replacement of the association property, nonrecurring expenses and assessments for betterments to the association property shall be excluded from the computation in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the previous year.

Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article will commence as to all Lots upon sale to an Owner not the Developer, at which time the balance of the annual assessment for the year of sale shall be due.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorney's fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and

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creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may sue that Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non-use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date of the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sales results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association will be exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Association's lien, or (ii) one Lot for use as a residence by any resident manager for the Properties who is employed by the Association or Association's manager.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot

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may pay, but is not required to pay, any amount secured by the lien created by this Article, and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 13. Delinquent Assessments. If an assessment is not paid within fifteen (15) days after the due date, a late fee may be charged by the Association. The Board of Directors shall establish the amount of the late fee. No Owner may waive or otherwise escape liability for the assessments and/or late fee provided for herein by non-use of the Common Area or abandonment of his homesite. The Association shall impose a charge for any returned check of the maximum rate permitted by law.

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. Authority. No dwellings, building, parking cover, shed, structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment, trees or landscaping additions, or construction or erection of any kind may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Committee. Such approval will not be unreasonably withheld for replacements or reconstruction that conform in design, material, appearance and quality to that of the original work.

Section 2. Design Standards. The Architectural Committee shall from time to time, subject to this Declaration and the Association documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of

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construction, location and size of any structure or dwelling and all matters that require approval by the Architectural Committee pursuant to this Declaration.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same, shall have been submitted to the Architectural Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Savannah Landings (ii) as to the location of the Structure in relation to surrounding structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Committee will not be required.

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Developer nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Developer, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Developer, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Committee provided for in this Declaration. Every person who submits plans or specifications, and every owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Committee, to recover for any such damage.

Any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure of the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

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~~The Architectural Committee may approve builder model plans, which shall not be subject to the above provisions for individual Lots.~~

Section 4. Committee Membership. The Architectural Committee shall exist as a committee of the Association under the control of the Association's Board of Directors.

Section 5. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or member of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee.

Section 6. Standards. In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Properties as a residential community.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorney's fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided. Developer also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Developer is the prevailing party in any litigation involving this Declaration, to recover all of Developer's costs and expenses incurred, including reasonable attorney's fees.

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Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by sixty-six percent (66%) or more of the votes, pursuant to Article V, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 4. Approval of FHA/VA. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration, the Articles, or the By-Laws; or any annexation of additional property; or any merger or consolidation of the association or any dissolution of the association; or any mortgaging, sale or dedication of any common area, must be approved by Federal Housing Administration or the Veterans Administration as long as there is Class "B" members.

Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuates Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by members entitled to cast not less than sixty-six (66%) of the votes pursuant to Article V, Section 2, hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Developer or any Institutional Mortgagee without the specific written approval of the Developer or Institutional Mortgagee affected thereby. While there is Class B membership, 75% of each Class of Owners must approve any amendment. If necessary to obtain any governmental approval, including approval by the Federal Housing Administration or Veteran's Administration, or to correct a scrivener's error or omission, Developer may amend this Declaration

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within the first year after its recording. No amendment shall affect the surface water management system without prior approval of the Southwest Florida Water Management District.

Section 7. Easements for De Minimis Unintentional

Encroachments. Where necessary and appropriate, Developer and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for de minimis unintentional encroachments.

Section 8. Interpretation.

Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 9.

Developer may alter site plan from time to time if necessary, subject to governmental authority, to insure completion and sale of the community. Lots may be deleted but not added to the original site plan approved by Hillsborough County.

Section 10.

Developer has the right to use up to seventy-five percent (75%) of the clubhouse area for offices and storage until one hundred percent (100%) of the lots are sold and closed.

Section 11. Insurance.

Each Owner shall secure and keep in force a homeowner's insurance policy (otherwise known as an "HO3 Policy") insuring his/her dwelling against fire and other hazards with an insurance company authorized to do business in the State of Florida. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the dwelling in the event of damage or destruction from any such hazard. Proof of satisfactory coverage shall be provided to the Association periodically, upon request, and all such policies shall require written notice be given to the Association in the event of cancellation, termination, or expiration. In the event any Owner fails to maintain the required insurance coverage, the Association shall have the right, but not the obligation, to obtain the required coverage on behalf of the Owner and assess the Owner for any and all costs relating thereto incurred by the Association. Any such assessment shall be secured by a lien against the dwelling for which such costs are incurred in accordance with the provisions of this Declaration.

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IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

WITNESSES:

_____/s/_____

Franklin Development Corporation
By:

Please Print Name

_____/s/_____

_____/s/_____
Its President

Please Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th.
Day of May, 2000, by (name) as Pres. Of Franklin Development
Corporation. He is personally known to me or has produced _____ as
identification.

_____/s/_____
Notary Public
Name: Carolyn Lee Swift
Serial #:
My Commission Expires: