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I HAVE NOT BEEN TO ANY OF THE ABOVE AND HAVE NOT BEEN TO ANY OF THE ABOVE

INSTR # 99149171
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RECORDED 05/17/99 04:02 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE HOMES AT LYNN LAKE**

WHEREAS, Lynn Lake Development Corporation of Tampa (referred to herein as "Declarant" or "Developer"), a Florida corporation, is the owner of a portion of the real property described on Exhibit "A" hereto (also referred to as "the subject property"); and

WHEREAS, Declarant is in the process of platting the subject property, and has established a homeowners' association, Homeowners Association of Lynn Lake, Inc., to operate and manage the common interests and common property of the future owners of the subject property, and to assist in the enforcement of these restrictions; and

WHEREAS, Declarant wishes to establish a general scheme of development for the subject property, for the benefit of present and future owners.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness, and desirability of the real property described in Exhibit "A", Declarant subjects such property to this Declaration of Easements, Covenants, Conditions, and Restrictions, and such property shall be owned and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land, and shall be binding upon all persons having any right, title, or interest therein and their grantees, heirs, successors and assigns and shall inure to the benefit of each owner thereof, as hereinafter provided.

**ARTICLE I
DEFINITIONS**

SECTION 1. "ARTICLES" means the Articles of Incorporation of HOMEOWNERS ASSOCIATION OF LYNN LAKE, INC., as duly amended from time to time, the original of which is attached hereto as Exhibit "C".

SECTION 2. "ASSOCIATION" means HOMEOWNERS ASSOCIATION OF LYNN LAKE, INC., a not-for-profit corporation, organized and existing under the laws of the State of Florida, and its successors and assigns.

SECTION 3. "BOARD OF DIRECTORS" or "BOARD" means the Board of Directors of HOMEOWNERS ASSOCIATION OF LYNN LAKE, INC.

SECTION 4. "BY-LAWS" means the By-Laws of HOMEOWNERS ASSOCIATION OF LYNN LAKE, INC., as duly amended from time to time, the original of which is attached hereto as Exhibit "D".

SECTION 5. "COMMON AREAS" means any real property owned by the Association for the common use and enjoyment of the Members.

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SECTION 6. "CONSERVATION AREAS" means, and includes, all of that part of the Common Areas or Lots specifically described on the Plat as either the "Wetland Conservation Area", "HCEPC Wetland Line", "Proposed Conservation Easement", "Conservation Easement", and "Wetland Planting Area", and as same may later be established by appropriate governmental authority, including, but not limited to, the Environmental Protection Commission (federal, state or county), Army Corps of Engineers, and Florida Department of Environmental Protection.

SECTION 7. "DECLARATION" means this Declaration of Easements, Covenants, Conditions, and Restrictions for THE HOMES AT LYNN LAKE, as duly amended from time to time.

SECTION 8. "DECLARANT" OR "DEVELOPER" means LYNN LAKE DEVELOPMENT CORPORATION OF TAMPA, a corporation organized and existing under the laws of the State of Florida, and its successors and assigns, provided that the Developer indicates in its deed or other instrument of conveyance that it is the intent of the Developer to convey all or a portion of its rights as the Developer pursuant to this Declaration to such successor or assignee. The Developer shall at all times have the right to assign all or any portion of its rights as the Developer to any successor or assignee without the consent or joinder of any owner of, or any holder of a mortgage, lien, or other encumbrance upon any residential building lot, and such successor or assignee shall exercise the rights granted to it concurrently with, and not in contravention of, the Developer's rights.

SECTION 9. "DEVELOPMENT LANDS" means the real property described in Exhibit "A", including any property which may later be properly annexed into the subdivision, pursuant to the provisions of Article II, Section 9, hereafter.

SECTION 10. "DWELLING" means any residential structure located on a residential building lot.

SECTION 11. "INSTITUTIONAL MORTGAGEE" includes any bank, savings and loan association, savings bank, mortgage banker, secondary mortgage lender, federal agency, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, pension fund, insurance company, real estate investment trust, or any other lender generally recognized as an institutional lender holding a mortgage on one or more residential building lots.

SECTION 12. "MEMBER" means every person or entity entitled to membership in the Association.

SECTION 13. "MAINTENANCE" means the exercise of reasonable care in keeping the roads, boundary walls, landscaping, lighting and other improvements and fixtures within the Common Areas, as well as the surface water management system, in a good condition, normal wear and tear excepted. Maintenance of landscaping shall also mean exercising the generally accepted garden-management practices necessary to promote plant growth.

SECTION 14. "OPERATING EXPENSES" means the expenses for which owners of residential building lots are liable to the Association and includes, but is not limited to, all costs and expenses incurred by the Association in administering, operating, maintaining, repairing, and replacing the Common Areas and any improvements constructed thereon.

SECTION 15. "OWNER(S)" means the record owner or owners of a fee simple interest in any residential building lot, including the Developer, for so long as it is the owner of a fee simple interest in any

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residential building lot, but not including those persons or entities holding title merely as security for the performance of an obligation.

SECTION 16. "RESIDENTIAL LOT" or "LOT" means any residential building lot, with the exception of the Common Areas, within the real property which is subject to this Declaration.

SECTION 17. "SUBDIVISION" means THE HOMES AT LYNN LAKE, as described in Exhibit "A", including any property which may later be properly annexed into the Subdivision, pursuant to the provisions of Article II, Section 9, hereafter.

ARTICLE II PROPERTY RIGHTS

SECTION 1. The Association and all Owners are hereby granted a perpetual, non-exclusive easement over any Common Areas, included within the lands described within Exhibit "A", including any Common Areas which may later be properly annexed into the Subdivision, pursuant to the provisions of Article II, Section 9, hereafter, for the use of all Owners, the Association, and their respective families, agents, servants, guests, lessees and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, which easement is appurtenant to and may not be separated from title to the Owner's Lot, subject to the following:

A. The right of the Association to charge reasonable fees for the use of any facility which might be situated upon the Common Areas.

B. The right of the Association to suspend the voting rights and right to use of the Common Areas and facilities constructed thereon by an Owner, and any person claiming by, through or under an Owner, for reasons and periods including, but not limited to, the following:

(1) Any period during which any regular or special assessment against such Owner's Lot remains unpaid for more than ninety (90) days; and

(2) Suspension of use rights for a period not to exceed thirty (30) days for any first infraction by an Owner, a member of his family, or his servant, guest, lessee or invitee of the published rules and regulations of the Association, and ninety (90) days for a second infraction.

C. The right of the Board of Directors of the Association to adopt reasonable rules and regulations controlling the use of the Common Areas to promote the health, safety and common interests of all of the Owners.

D. The right of the Association to impose reasonable limits upon the number of guests who may use the Common Areas or any facilities constructed thereon.

E. The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional property or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Areas except streets; provided, further, that the creation of any such mortgage shall require approval of seventy-five percent (75%) of those voting in each class of Members at a special meeting held for this purpose.

F. Any limitations on use contained elsewhere in this Declaration.

SECTION 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, business invitees, social invitees or contract purchasers who reside on the Owner's Lot.

SECTION 3. Limitations Upon Use of Common Areas. No Owner may plant or garden or erect or maintain fences, hedges, walls or other improvements upon the Common Areas, unless approved in writing by the Board of Directors of the Association; provided, however, the Developer shall have the right to install such improvements as it shall deem desirable, in its sole discretion, in connection with the development of any portion or all of the Development Lands.

SECTION 4. Easements of Encroachments. There shall be reciprocal, perpetual, non-exclusive easements between adjacent Dwellings and Lots, and any portion or portions of the Common Areas adjacent thereto, for any encroachment due to placement, settling or shifting of the improvements constructed, re-constructed or altered thereon, including but not limited to roof overhangs, gutters, down spouts, rain water run-off therefrom, and perimeter walls or footers, provided such construction, re-construction or alteration is in accordance with the terms and conditions of this Declaration. Such easements shall exist to a distance of not more than five (5) feet as measured from any point on the common boundary between each Lot or Dwelling or any adjacent portion of the Common Areas along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include a perpetual, non-exclusive easement for the maintenance and use of the encroaching improvements in favor of the respective Owners of such Lots or Dwellings and the Homeowners Association of Lynn Lake, Inc., and their respective successors, assigns, employees and agents. No such easement shall exist for any such encroachment occurring as a result of the willful or intentional conduct of an Owner.

SECTION 5. Easements for Ingress, Egress, Utilities, Maintenance of Conservation Areas, and Use of Facilities.

A. Utilities and Fences and Walls. There shall be non-exclusive, perpetual easements in, over, under and upon the Common Areas and the Lots subject hereto as more particularly shown on the plat of the Subdivision as may be required for utility services in order to adequately serve the Lots and Dwellings, and the Common Areas in whole or in part, including, but not limited to, electricity, telephones, sewer, gas, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security facilities. However, easements through Lots shall be only according to the plans and specifications for such Lots and the Dwellings constructed thereon or as actually constructed or re-constructed unless approved in writing by the Owner thereof. The Association shall have the right to enter any Lot to inspect, maintain, repair or replace such utility service facilities and to remove any improvements interfering with or impairing the utility services or easements herein provided, and to maintain and repair fences and walls constructed by the Developer. The Developer reserves the right to relocate any easements as may be necessary to facilitate actual placement of utility service lines within the Subdivision.

B. Access to and Improvement of Conservation Areas. The Association shall also have the right to enter any Lot to inspect, maintain, plant, and replant any natural vegetation areas originally or subsequently established by the Environmental Protection Commission (federal, state and county), and as may be required under permit(s) issued by said agency or other governmentally authorized entity, including, but not necessarily limited to the Conservation Areas and herbaceous wetland fringe of approximately 12.5 feet between the lake and grass areas on each waterfront Lot.

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C. Access to Common Area Facilities. There is also an easement in favor of the owners in this Subdivision, for the use of any Common Areas or facilities related to the lake as may be constructed by the Developer.

D. Pedestrian and Vehicular Traffic. There shall be non-exclusive, perpetual easements for pedestrian traffic over, through, across and upon sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Areas and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Areas as may from time to time be paved and intended for such purposes, such easements being for the use and benefit of the Association, the Developer, and the Owners, and their respective families, successors, assigns, agents, employees, servants, guests, lessees and invitees.

E. Developer's Ingress and Egress. The Developer, for itself, its successors and assigns, and their respective servants, guests, lessees and invitees, expressly reserves an easement for ingress, egress and parking over the Common Areas and any portion of the Development Lands subject hereto.

SECTION 6. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or other person or entity acquiring any interest in the property subject to this Declaration, as duly amended from time to time, or any part thereof, seek judicial partition thereof.

SECTION 7. Right of Entry. The Association, through its duly authorized agents, employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day, to perform such maintenance as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or the Common Areas, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof.

SECTION 8. Developer's Privileges. The Developer shall have the right to transact on the Common Areas, Development Lands, and upon any Lots which it owns, any and all business necessary to consummate the development and sale of the Residential Lots and the construction of Dwellings and other improvements on the Lots and Common Areas, and such business shall include but not be limited to, the right to erect signs and maintain a sales office or offices on the Common Areas and the Lots which it owns, place employees in the sales office(s), and store, on the Lots which it owns and the Common Areas, golf carts and other vehicles, and use the Common Areas and improvements constructed thereon. The sales office(s), signs, and all other items pertaining to sales shall not be considered Association property, and shall remain the property of the Developer. Notwithstanding anything to the contrary contained herein, the Developer expressly reserves the right, without the consent of any Owner, institutional mortgagee, the Association, or any other person or entity to construct, develop and sell condominium units, residential lots or such other improvements or interests in real property as the developer, in its sole and absolute discretion, may determine, on any portion or all of the property more particularly described on Exhibit "A" attached hereto which is not subject to the terms and conditions of this Declaration as duly amended from time to time.

SECTION 9. Annexation of Additional Property Into Subdivision. Additional Property and Common Area may be annexed into the Subdivision by the Developer at any time Developer, its successors or assigns, is in control of the Association, without consent of the Lot Owners. Annexation, if undertaken by the Developer, its successors or assigns, shall be reflected by the filing of a Supplement to this Declaration with respect to the additional land, extending the scheme of the covenants and restrictions of this Declaration to such lands. However, the Developer is not obligated to annex any property. If additional

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lands are annexed into the Subdivision, each Lot Owner's share of Common Expenses will change according to the provisions of Article IV, Section 5, of this Declaration. At this time, the Developer contemplates adding additional lands and common areas described collectively as "Proposed Phase II", shown on Exhibit "B" to the Declaration. If added to the Subdivision, the Developer expects that Phase II will be comprised of thirty-six (36) additional lots and certain common areas abutting the lake.

SECTION 10. No part of the Common Areas may be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Class A Owners voting at a meeting held for this purpose. If ingress or egress to or from any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to the Lot Owner's easement.

ARTICLE III MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

SECTION 1. Membership. The Developer and every person or entity who is a record Owner of a fee or an undivided fee interest in any Lot, as evidenced by the recordation of proper instruments among the Public Records of Hillsborough County, Florida, shall automatically be Members of the Association. Such membership shall automatically terminate when such persons or entities divest themselves of their respective interests in their Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to this Declaration.

SECTION 2. Voting Classes.

A. The Association shall have two (2) classes of voting Members, as follows:

(1) Class A. Class A Members shall be all Owners of Lots (save and except for Developer), who shall be entitled to one (1) vote for each Lot or Unit owned.

(2) Class B. Class B Members shall be the Developer (as defined hereinabove), and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

a) Three months after ninety percent (90%) of the total Lots or Dwellings located on the property described in Exhibit "A" are deeded to Owners, or in the event Proposed Phase II is added to the Subdivision prior to recording same, three (3) months after ninety percent (90%) of the total Lots or Dwellings located on the collective property described in Exhibit "A" and Exhibit "B" are deeded to Owners; or

b) On January 1, 2005; or

c) At any time the Developer shall elect, in its sole discretion, to convert the Class B memberships held by it to Class A memberships.

B. When more than one person other than the Developer holds an undivided fee interest in any Lot, all such persons shall be Class A Members, and shall enjoy full membership rights, privileges and

obligations as set forth hereinafter, and the vote for such Lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

SECTION 3. Developer Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the conversion of Class B membership to Class A membership, it is specifically understood that:

A. Until the Turnover Date provided for in the Articles, the Class B membership shall have the right of veto on all questions coming before the membership which affect the interests of the Developer; and

B. Upon the Turnover Date, Developer shall become a Class A Member with regard to each Lot owned by Developer, notwithstanding the provisions to the contrary hereinabove, and Developer shall be entitled to one (1) vote for each such Lot owned by Developer on all questions coming before the membership for a vote thereon.

SECTION 4. Passage of Issues. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the Members of the Association, shall be that number as set forth herein and in the Articles of Incorporation and By-Laws of the Association, as the same may be amended from time to time, subject to the provisions set forth hereinabove relating to Class B membership and the Developer's voting rights.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation of Assessments.

A. The Owner of each Lot owned within the property subject hereto, by acceptance of a deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenant and agree to pay to the Association:

1. Regular assessments or charges; and
2. Special assessments as determined by the Board of Directors of the Association.

B. Each of the aforementioned assessments shall be established and collected as hereinafter provided. The regular and special assessments, together with interest at the highest rate allowed by law, and costs of collection thereof, including, but not limited to reasonable attorneys' fees, shall be a charge on the Lot assessed and shall be a continuing lien upon said Lot, such lien relating back to the date of recording of this Declaration, provided that the lien will be inferior to subsequent institutional first mortgages only. Each assessment, regular or special, together with interest at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Lot described in the assessment on the date when the assessment, regular or special, became due and payable. No Owner may avoid, waive or otherwise escape liability for payment of the regular or special assessments provided for herein by failure to use or enjoy the Common Areas for any reason whatsoever, or by abandonment of the Lot against which the assessment is made. The personal obligation for delinquent assessments shall not pass to the successors in title of the record Owner on the date when delinquent assessments became due and payable unless expressly assumed by such record Owner's transferee.

OR BK 09633 PG 1553**SECTION 2. Purpose of Assessments.****A. The assessments levied by the Association shall be used exclusively to:**

1. Promote the recreation, health, safety and welfare and common interests of the Members of the Association, including promotion of the cultural, aesthetic, and ecological values and benefits of maintaining and enhancing the areas of natural environment contained within the Development Lands.

2. Provide for the improvement, management, maintenance, repair, replacement and insurance of the Common Areas and any improvements constructed thereon, including the surface water management system.

3. Provide for the exterior maintenance of the Lots and Dwellings, as described herein, as provided in Article VI hereinafter.

B. The Board of Directors of the Association is hereby empowered to prepare and adopt an annual budget, and based thereon to determine the amount of the regular assessment from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessment be readjusted more often than quarterly, unless necessary due to the economic reality of providing the items of service set forth herein as same shall vary from time to time.

C. The Association may acquire and pay for, out of the funds derived from regular assessments, certain items of service which may include, but shall not be limited to, the following:

1. Maintenance and repair of structures or improvements that may be constructed within the Common Areas, and certain structures on the Lots, from time to time, specifically including, but not limited to, fences, roads, walls, the lake, security facilities, drainage facilities, conservation areas, retention ponds, and recreational facilities;

2. Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Areas and any improvements located thereon;

3. Maintenance and operation of street lights for the Common Areas, including costs for repair or replacement of damaged street lights to the extent such costs are not covered by the utility company;

4. Maintenance of the grounds of the Common Areas, including, but not limited to, pumps, wells, sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of any sidewalks, roads, fences, walkways and retention ponds located in the Common Areas;

5. Carry and pay for a comprehensive policy of public liability insurance and, if appropriate, owners', landlord and tenant policies naming the Association and, until the Turnover Date Developer, as named insureds thereof insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas and other property owned by the Association and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits in amounts determined appropriate by the Board from time to time. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to property similar to the Common Areas in construction, location and use;

6. Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Members, the Board Members, or the Association; provided, however, that all insurance policies purchased by the Association shall be for the benefit of the Association, the Members, and their respective mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association.

7. Carry and pay for comprehensive property damage insurance on any and all structures or improvements which may from time to time be constructed upon the Common Areas. Such insurance shall be a "master" or "blanket" type policy of property insurance in an amount equal to the replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to improvements similar in construction, location and use to the improvements constructed on the Common Areas, if any, including, but not limited to, vandalism and malicious mischief, and all other perils normally covered by the standard "all risk" endorsement, where such is available.

8. Workers' Compensation: Workers' Compensation necessary to meet the requirements of law shall be purchased by the Association.

9. Flood Insurance Protection: The Association shall acquire flood insurance protection under the Flood Disaster Protection Act of 1973 for any properties that are in a flood zone and that are owned by the Association, and shall be in an amount equal to the lesser of (a) the maximum coverage available under the National Flood Insurance Program for the improvements and other insurable property within any portion of the Common Areas located within a designated flood hazard area, or (b) one hundred percent (100%) of the current replacement cost of the improvements and other insurable property.

10. Trash and garbage collection and sewer and water service for the Common Areas and any and all improvements located thereon, whether supplied by a private or public firm.

11. Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors of the Association, including the costs of administration of the Association, and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of this Declaration or the By-Laws of the Association, which is necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of the Owners or for the enforcement of these restrictions.

12. Any and all other purposes deemed necessary and proper. Upon a proper vote as set forth in the by-Laws of the Association at a meeting duly called for that purpose, the Board of Directors may vote to establish an additional category of Operating Expenses for the happening of certain named events or services which are required or desired by the Association, which category shall be determined and set forth in a resolution duly voted upon by the Board of Directors and executed by duly authorized officers of the Association.

SECTION 3. Special Assessments. In addition to the regular assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year", which shall be defined as that period of time from the date of the Association's annual meeting as set forth in the by-Laws until the next, ensuing annual meeting one calendar year subsequent thereto, a special assessment applicable to that

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year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, major repair or replacement of a capital improvement located or to be constructed within the Common Areas (including the surface water management system improvements), including any fixtures and/or personal property relating thereto, or any other common expenses of the Association in the event the regular assessments are or will be insufficient to cover these in the opinion of the Board. Notwithstanding anything to the contrary contained in this Declaration, in the event of any maintenance, repair or replacement to the Common Areas caused by negligence or misuse by an Owner, his family, servants, agents, guests, invitees or lessees, the Association, through its Board of Directors, shall have the right to levy a special assessment against such Owner and his Lot for the cost of such maintenance, repair or replacement. In addition, any cost or reasonable attorneys' fee incurred by the Association in connection with any action of any nature whatsoever against an Owner, his family, servants, guests, invitees or lessees shall be assessed against such Owner and his Lot as a special assessment.

SECTION 4. Right of Assessment. Pursuant to the obligation of the Association to maintain the Common Areas, and part of the Lots as elsewhere provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance and/or management company to carry out its obligations in regard to maintenance and/or management as set forth herein.

B. Have the right and power to assess each Member a "pro rata share" as set forth herein of the Operating Expenses of the Association.

SECTION 5. Both regular and special assessments must be fixed at a uniform rate for all Lots.

A. **Regular Assessment.** The basis for determining the regular assessment will be the estimated cost of each item of service provided for the benefit of the Association, as reflected in the adopted budget, in accordance with the services to be provided as set forth herein.

1. **Payment:** Each Owner shall be assessed and shall pay on a monthly basis a pro rata share of the total amount of the assessment necessary to provide the services as set forth herein in addition to a pro rata assessment for taxes assessed against the Common Areas, the schedule for payment of which shall be set forth in the annual budget as provided herein.

2. **Formula:** In order to determine the pro rata share of the regular assessment payable by each Owner, the estimated Operating Expenses, as set forth in the annual budget, shall be divided by the total number of Lots subject to this Declaration as amended from time to time, or the estimated or adjusted number of Lots while development of the Subdivision is ongoing. The result thereof shall constitute the individual Owner's liability for the regular assessment, subject to readjustment, as provided for hereinafter.

B. **Special Assessments.** The basis for determining a special assessment shall be the estimated cost of each item of construction, reconstruction, repaving, major repair or replacement, including but not limited to any fixtures and/or personal property relating thereto, or other common expenses incurred or undertaken for the benefit of the Association.

1. **Payment:** Each Owner shall be assessed and shall pay a pro-rata share of the total amount of the special assessment, the schedule for payment of which shall be set forth in the resolution authorizing such special assessment.

SECTION 6. Assessment of Developer. Notwithstanding anything to the contrary contained in this Declaration or the Articles or By-Laws of the Association, the Developer, as the Owner of any Lot or Lots upon which no Dwelling has been constructed, shall not be subject to regular assessments for Operating Expenses of the Association. In addition, the Developer shall not be subject to a special assessment as the Owner of any Lot for any item of construction, reconstruction, repaving, major repair or replacement of any capital improvements without first having approved such special assessment in writing. The Developer will make up shortfalls in the accounts of the Association, from time to time, as required by law to effect the provisions of this paragraph.

SECTION 7. Taxes. It shall be the obligation of the Association commensurate with the ownership of the Common Areas to:

A. Pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas.

B. Assess, as part of the regular assessment, against each Owner, a "pro rata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon, or any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such pro-rata share to be secured from default by the personal obligation of each Owner, and a lien against each Owner's Lot.

C. Such pro-rata share shall be assessed as set forth in Article IV, Section 5 to each individual Owner.

SECTION 8. Date of Commencement of Regular Assessments: Due Dates. As additional Lots become subject to this Declaration, as provided herein, the regular assessments attributable thereto shall commence on the day of the recording of a deed to such Lot, following the recording of the amendment submitting the Lots to the terms and conditions of this Declaration in the Public Records of Hillsborough County, Florida. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the regular and special assessments levied against a specified Lot have been paid and further, the Association may delegate to and contract with a management company for collection of the regular and special assessments of the Association.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the regular and special assessments provided for herein shall be subordinate to the lien of any institutional first mortgage encumbering a Lot. Should any such mortgagee foreclose its mortgage against a Lot or obtain title to said Lot secured by such first mortgage by conveyance in lieu of foreclosure, said mortgagee shall not be liable for any regular or special assessments made by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Thereafter, any such mortgagee or its successors or assigns shall pay its pro-rata share of the regular and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation for payment of regular and special assessments of the Owner who was the owner of record on the date such regular or special assessments became due and payable.

SECTION 10. Effect of Non-Payment of Assessments: Remedies of the Association. Regular assessments shall be due and payable in advance upon the first day of each month of each year, or as otherwise designated by the Board of Directors or the Association, whether or not a bill for such has been sent to each Owner. Any regular or special assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed by law. Any payments received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The Association may, at its election, have and exercise any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

A. To charge interest on such assessment from the date it becomes due until paid at the highest rate allowed by law, as well as impose a late charge for each delinquent installment in an amount determined by the Board from time to time, to defray additional collection costs.

B. To accelerate the entire amount of any regular or special assessment for the remainder of the assessment year, notwithstanding any provisions for the payment thereof in installments.

C. To advance on behalf of any Owner in default, the funds required to accomplish the needs of the Association, up to and including the full amount for which such Owner is liable to the Association. The amount or amounts of monies so advanced, together with interest at the highest allowable rate, from the date advanced to the date paid to the Association, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, shall thereupon be a special assessment collectable from the defaulting Owner by the Association and shall be secured by a lien against the Owner's property. Such advance by the Association shall not waive the default.

D. To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any foreclosure action, the Association shall be entitled to collect any rent coming due during the foreclosure, through a receiver or payment into the court registry.

E. To file an action to collect said assessments, plus interest at the highest rate allowed by law from the due date to the date paid, plus court costs and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure of the Association.

F. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas for any reason whatsoever, or by abandonment of his Lot.

SECTION 11. Budget. The Association shall assess its Members a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any maintenance or management company may, from time to time, be employed by the Association to prepare such annual budget, subject to adjustments made by special assessments or amendments to such budget.

SECTION 12. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the regular and special assessments, charges and liens created herein if such property used, and for so long as it is used for any of the following purposes:

A. Any easement or other interest in such property dedicated to and accepted by a local public authority and devoted to public use.

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B. All Common Areas, as defined herein, or other property owned by the Association.

C. All properties exempted from ad valorem taxation by the laws of the State of Florida.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V DEVELOPMENT OF SUBDIVISION

SECTION 1. Developer Rights. Until the Developer shall have completed the development and sale of all Lots and Dwellings to be constructed within the property more particularly described in Exhibit "A" attached hereto, and in the event of annexation of Additional Property to the Subdivision pursuant to Article II, Section 9 hereof, then until completion and sale of all Lots and Dwellings within Exhibit "B" as well, Developer, its transferees, agents, employees, contractors and subcontractors, shall have the following rights with regard to the Common Areas and all other property subject to the terms and conditions of this Declaration, as amended from time to time:

A. Use of the Common Areas. Use, occupy and demonstrate all portions of the Common Areas and the Lots owned by Developer for the purpose of promoting and aiding the sale or rental of Lots.

B. Promotion. Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the Common Areas and the Lots owned by the Developer.

C. Structures. Construct and maintain on any part or parts of the property within the Subdivision owned or controlled by Developer, such structures as may be reasonably necessary for the completion of the construction, development and sale of Lots, the establishment of the residential community and the disposition of Lots by sale, lease or otherwise.

SECTION 2. Actions by Association. During any period in which the Developer holds any Lots for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through its Board of Directors or the membership, without Developer's approval in writing:

A. Assessment of the Developer as a Lot Owner for capital improvements, or regular or special assessments, except as required by law;

B. Any action by the Association which would be detrimental to the sale of Lots by the Developer, including any amendment to the Declaration or Bylaws; provided, however, an increase in regular assessments without discrimination against the Developer shall not be deemed detrimental to the sale of Lots for the purposes of this Section.

As used in this Article, the words "Its transferees", specifically excludes purchaser of individual Lots.

ARTICLE VI LOT MAINTENANCE AND EXTERIOR DWELLING MAINTENANCE

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SECTION 1. Residential Structure. Each Owner shall maintain, repair, and replace, at the expense of the Owner, all interior areas of the improvements located upon the Lot, together with the exterior of the building structure; including, but not limited to, the roof, painting, exterior surfaces, load bearing and structural components, driveways, and exterior payment, walkways, swimming pool, and exterior walls.

SECTION 2. Lot Maintenance. Each Owner shall be responsible for the normal and routine mowing of lawns and trimming and replacement of all trees and shrubs which are located on the yard of a Lot, whether enclosed by fence, wall, screening or other enclosure, except as may be limited or extended by paragraphs (A) and (B) hereof. The Owner of each waterfront lot shall likewise maintain, repair and replace, when necessary, all grassed portions of the Lot up to the revegetated herbaceous wetland fringe of the lake, consisting of approximately twelve and one-half (12 ½) feet between the grassed portion of the Lot and the mean water line of the lake, not inconsistent with any set back requirements prohibiting physical alterations within any set back area, except as said responsibility may be limited or extended by Paragraphs (A) and (B) hereof. Lot Owners shall also be required to maintain the sidewalks located on any portion of their Lot.

A. As to any portion of a Lot which is designated a "Conservation Area", until such time as the Environmental Protection Commission (federal, state or county), Florida Department of Environmental Protection, Army Corps of Engineers, or other appropriate governmental agency releases said area from its permit required specifications and maintenance responsibilities, and until the Association is released from all manner of responsibilities for said areas under any and all mitigation or conservation agreements which may be in place, the Association shall have sole and exclusive maintenance responsibility for said areas.

B. At such time as the Association is no longer required to maintain any part of the Lots above described in Paragraph (A), the Lot Owner shall have maintenance responsibilities for such areas as other parts of the Lot.

SECTION 3. Enforcement. In the event that an Owner shall fail to reasonably maintain the roof, exterior wall surfaces, structures, improvements, swimming pool, walkways, driveways, and pavement, or should said Owner fail to maintain the lawn and trees and shrubs as required above, then the Association, by and through its Board of Directors, shall have the right, power, and authority to notify the Owner, in writing, of any such required maintenance, and to require that such maintenance be commenced by the Owner within thirty (30) days and completed within a reasonable period of time. In the event, that the Owner shall be notified by the Board of Directors of such required maintenance, and shall fail to commence the same within thirty (30) days and to complete such maintenance within a reasonable period of time, then the Association shall thereafter have the right, power, and authority to call such maintenance to be properly conducted with all costs incurred by the Association for such maintenance to be assessed against the Owner and collectable in the manner described in Article IV above.

SECTION 4. The Association shall be responsible for maintenance of the common areas, any entryway or perimeter walls, any dock facilities constructed by the Developer, the lake, the sidewalks, and the entryways signs, and any Conservation Areas, whether on Common Areas or on Lots, which are subject to mitigation or conservation agreements with the Environmental Protection Commission (federal, state or county), Florida Department of Environmental Protection, Army Corps of Engineers, or other governmental agency, during the period of any required permitting under such agreements.

ARTICLE VII USE RESTRICTIONS

SECTION 1. The Subdivision shall be occupied and used only as follows:

A. Residential Use. The Lots, and each and every one thereof, shall be used only for single family residential purposes; no building or structure intended for or adapted to business purposes, and no apartment house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other transient dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, fences or walls installed by the Developer (or otherwise approved in writing as provided for herein), and attached garage, may be erected, placed, or maintained on any lot;

B. Occupancy. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed and made to comply with the approved plans, the reservations, and restriction herein set forth. All construction shall be completed within six (6) months from the start thereof, provided, that the Association may extend such time when in its discretion conditions warrant such extension. No temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any Lot unless approved by the Association.

C. Businesses. No business of any kind which is obnoxious or offensive or disturbing to other residents' peaceful enjoyment of their property shall be conducted within the Subdivision. However, nothing contained herein shall be construed as prohibiting the Developer and its transferees from developing all of the Lots as provided herein;

D. Nuisances. No Lot shall be used in whole or in part of the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

E. Increase in Risks. Nothing shall be done or kept on a Lot or Dwelling or on or about the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on this Lot or Dwelling or on the Common Areas which would result in the cancellation of insurance on any Dwelling or any part of the Common Areas or which would be in violation of any law;

F. Letter and Delivery Boxes. The Architectural Control Committee, described hereafter, shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto;

G. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the Lot Owner on request by the Association, shall be permitted. "For Sale" signs shall be permitted strictly in accordance with standards adopted by the Architectural Control Committee. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the Developer, only when in his discretion the same is necessary to promote the sale of property in and the development of the Subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the operation of the Subdivision;

H. Utility Lines and Radio and Television Antennas. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, but this restriction may be

waived by Developer. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of a lot or improvements constructed thereon, including the roof, except as required to be permitted under federal or state law and in accordance with the following provisions:

(1) Satellite dishes, aerials and antennas shall not be permitted except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of, and safety restrictions pertaining to, the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted.

(2) As to any facilities which are required to be permitted by applicable law, or which may be approved by the Association, the following minimum standards shall be applicable:

(i) No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.

(ii) Installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the buildings and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from the outside of the buildings or from neighboring properties the Association may require inexpensive screening or painting in a color compatible with the building, in order to minimize any adverse impact.

(iii) Owners will be required to maintain all installations in a safe and proper manner.

(iv) No owner may install or maintain more than one antenna or satellite dish upon or attached to their residential unit at any time.

(v) Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas;

I. Tanks, Clotheslines, Storage. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises, provided, that nothing herein shall prevent the Developer, its successors and assigns, from erecting, placing, or permitting the placing of tanks and other water system apparatus on such premises for the use of the water company serving such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, road, or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view from neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved in writing by the Architectural Control Committee prior to construction;

J. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Areas; however, dogs, cats and other customarily kept house pets may be kept on Lots and in Dwellings subject to such rules and regulations as may be adopted by the Board of Directors so long as they are not kept, bred or maintained for commercial or business purposes;

K. Other Structures. No outbuilding, basement, tent, shack, garage, shed, trailer or temporary structure of any kind shall be permitted upon any Lot or upon any of the Common Areas within the Subdivision either temporarily or permanently;

L. Mining. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any Lot or upon Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot or Common Area;

M. Wells. No individual well shall be permitted on any Lot within this Subdivision. No septic tank or cesspools will be permitted on any Lot within this Subdivision. The requirements of this paragraph will be enforced so long as the water and sewer systems presently operating within the Subdivision are operating satisfactorily to all governmental entities having jurisdiction, and are available for use;

N. Alteration of Common Areas. Nothing shall be altered in, constructed on or removed from the Common Areas, or on the exterior portions of the Lots, except with the prior written consent of the Association;

O. Setback Areas. No construction or improvements shall take place within, or be placed upon, the set back line established lake side of the waterfront Lots, or as otherwise shown on the plat of Subdivision or as established by the Architectural Control Committee.

P. Association Wetland Buffer. No construction activities of any kind are allowed within the Environmental Protection Commission of Hillsborough County (EPCHC) thirty foot (30') Wetland Setback Line for the "Northwest" wetland, shown more particularly on Exhibit "A". Such activities include, but are not limited to, the placement of structures, buildings, fences, or any activities which may alter the EPCHC Wetland Conservation Area or within the EPCHC thirty foot (30') Wetland Setback Line in any way.

Q. Association Proposed Wetland System Note. No construction activities are allowed within the limits of the wetland reclamation system, otherwise described as the herbaceous wetland fringe, running the lake's perimeter, and comprising, in part, The Homes at Lynn Lake stormwater retention system. Such activities include, but are not limited to fence or dock construction, or mowing planted areas within the proposed wetland reclamation system as delineated on the construction plans for The Homes at Lynn Lake.

R. Owner Prohibited from Constructing Dock or Fence. No Owner of any Lot will be permitted to construct a dock, fence, or similar structure of any kind, either for his personal use or use by any other Lot Owner, upon the Common Areas or upon any Lot, including a Lot adjoining, abutting or within the lake, nor shall any Lot Owner moor or otherwise maintain any watercraft of any kind on the lake's perimeter, except within the Common Lot on the east side of the lake provided for such purpose, subject to rules and regulations established by the Association. The Developer will be constructing a Master Dock to be used by the Lot Owners in the Association, and other watercraft shall access the Lake from the dock's location.

S. Watercraft and Water Activities. No motorcraft of any kind shall be permitted within the lake, whether electric or combustion engines. Small non-motorized watercraft, including rowboats, canoes, or similar craft, shall be permitted in the lake provided ingress and egress to the lake takes place from the Common Area Dock facilities, if completed by the Developer and conveyed to the Association, located on the east side lot. Fishing from the lake bank is permitted. Fishing from the Common Dock, if constructed

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regulations established by the Association. The Developer will be constructing a Master Dock to be used by the Lot Owners in the Association, and other watercraft shall access the Lake from the dock's location.

S. Watercraft and Water Activities. No motorcraft of any kind shall be permitted within the lake, whether electric or combustion engines. Small non-motorized watercraft, including rowboats, canoes, or similar craft, shall be permitted in the lake provided ingress and egress to the lake takes place from the Common Area Dock facilities, if completed by the Developer and conveyed to the Association, located on the east side lot. Fishing from the lake bank is permitted. Fishing from the Common Dock, if constructed by the Developer and conveyed to the Association, shall be subject to rules and regulations adopted by the Association.

T. Minimum Square Footage, Maximum Height. No residential dwelling structure shall be constructed on a lot which is not at least 1,850 square feet, air-conditioned and under roof, nor shall any structure exceed two (2) stories in height as determined by applicable building codes, and never to exceed 36 feet from the graded surface of the Lot.

U. Rules and Regulations. The Board of Directors shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the owners residing in the said Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the Lots, and the Common Areas, as set forth in the By-Laws of the Association, so long as such rules and regulations are not contrary to the provisions contained herein.

V. Violations. If any Lot Owner, or its agents, licensees, or invitees, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot situated in said Subdivision and for the Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, and the prevailing party in any such proceedings will be entitled to recover attorneys' fees and costs. Additionally, the Association may levy fines against such violating persons or entities consistent with Article XIV, Section 1, below.

ARTICLE VIII ARCHITECTURAL CONTROL

SECTION 1. In order to preserve the value and appearance of the property subject to the terms and conditions of this Declaration, as amended from time to time, no improvements or structure of any kind, including, without limitation, any building, wall, fence or screen enclosure, shall be erected, placed or maintained on any portion of said property; no landscaping or planting shall be commenced or maintained upon any portion of said property; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the Architectural Control Committee, which approval shall not be unreasonably withheld, excluding only buildings and other structures and improvements constructed, installed or placed by or with the approval of the Developer; landscaping and plantings by or with the approval of the Developer and additions, alterations, modifications and changes to any of the foregoing by or with approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Architectural Control Committee.

SECTION 2. In order to obtain the approval of the Architectural Control Committee, two (2) complete sets of plans and specifications for the proposed construction and landscaping shall be submitted to the Architectural Control Committee for its review. Such plans and specifications shall include as

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plan or design from the standpoint of structural safety or conformance with building codes or other governmental regulations.

SECTION 3. The Architectural Control Committee shall have the right to refuse to approve any proposed plans or specifications which, it reasonably determines, are not suitable or desirable. Any and all approvals or disapprovals of the Architectural Control Committee shall be in writing and shall be sent to the Board of Directors of the Association and the respective Lot Owner. In the event the Architectural Control Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Architectural Control Committee of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Architectural Control Committee and the appropriate written approval shall be delivered to the Owner forthwith.

SECTION 4. The Association shall have the right, power, and authority to issue and publish guidelines and requirements for all building contractors who will be permitted to construct improvements upon the lots. During the period of Developer control, the Developer shall have the absolute right, power, and authority to designate building contractors who will be permitted to construct improvements on the lots. Such designation shall be in the Developer's sole discretion.

SECTION 5. The Architectural Control Committee shall consist of such three (3) persons as the Developer, in its sole discretion, shall appoint until such time as the Developer no longer owns any Lot subject to the terms and conditions of this Declaration, as amended from time to time, or is no longer selling or developing the property in the ordinary course of business. Thereafter, the Architectural Control Committee shall consist of three (3) Members of the Association who shall be elected by a majority of the Board of Directors, or the Developer may choose at any time to involve a combination of other Members and Developer representatives on the Committee.

SECTION 6. The Architectural Control Committee shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Architectural Control Committee. After turnover of control of the Committee to the homeowners, the Board of Directors may decide to hear appeals from the decision of the Committee by any aggrieved Owner.

SECTION 7. The Architectural Control Committee shall not approve construction of any new residence unless such construction includes a proposal for construction of a sidewalk as part of such plans. The Owner of each Lot is responsible for construction of a sidewalk across the front of that Owner's property, which sidewalk shall meet and adjoin the sidewalk of adjacent property owners' sidewalks and shall be constructed commensurate with the construction of that Owner's residence. Each Owner shall submit plans and specifications for the sidewalk to the Architectural Control Committee, which plans and specifications shall be in compliance with Article VIII, Section 2 of this Declaration. Approval in writing must be received by the Owner from the Architectural Control Committee prior to commencement of construction of the sidewalk. Sidewalks or walkways in any other location on the Owner's Lot shall not be allowed without the prior written approval of the Architectural Control Committee. Any such sidewalks or walkways constructed by the Developer are not subject to the approval of the Architectural Control Committee. Once constructed, the sidewalk across each Owner's Lot shall be subject to a non-exclusive easement of use by all owners within the development, together with said owners' guests, tenants and invitees.

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SECTION 8. Damage and Destruction of Residences; Approval of Structural Variances. Any Owner who has suffered damage to his Dwelling by reason of fire or any other casualty may apply to the Architectural Control Committee to reconstruct, rebuild or repair his Dwelling in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof prepared by an architect certified to do business in the State of Florida. The Architectural Control Committee shall grant approval only if the design proposed by the Owner shall result in a finished Dwelling of exterior design harmonious with the other Dwellings or Lots subject to the terms and conditions of this Declaration, as amended from time to time.

**ARTICLE IX
OWNERS' OBLIGATION TO REPAIR**

In addition to the covenants set forth in Article VI above, each Owner shall, at his sole cost and expense, repair the interior of his Dwelling, keeping the same in good condition, excepting only normal wear and tear, and especially as this relates to any portion of the construction that may require exterior maintenance by the Association if the Owner fails to properly maintain the Dwelling.

**ARTICLE X
OWNERS' OBLIGATION TO REBUILD**

If all or any portion of a Dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such Dwelling in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Notwithstanding anything to the contrary contained herein, it shall be the obligation of the Owner of each Lot to obtain casualty, liability and flood insurance, as applicable, covering the Lot and all improvements constructed thereon, and to provide the Association with proof of insurance and comply with such other rules relating to insurance as are adopted by the Board.

**ARTICLE XI
PARKING RESTRICTIONS**

SECTION 1. Vehicles. No commercial vehicles; other objectionable vehicles that may be defined in rules adopted by the Board; for-hire vehicles; construction, farm, or like equipment; ambulances; buses; vans other than conversion vans; trucks; trailers; semi-trailers; truck-tractor and semi-trailer combinations; mobile homes; recreational vehicles, including, but not limited to travel trailers, camping trailers, truck campers, and motor homes; or off road vehicles except golf carts shall be permitted on the Common Areas or upon any Lot unless parked wholly within a garage and concealed from view. Any golf carts must be kept in the garage or otherwise concealed from view.

SECTION 2. Parking. No Owner shall repair or restore any permitted vehicle on any Lot or on the Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Minor maintenance of a private passenger vehicle shall be allowed in the Owner's garage, provided such vehicle does not remain inoperable for more than forty-eight (48) hours. No Owner shall park a vehicle in such a manner that the vehicle obstructs or interferes with access to any garage. No vehicle shall be parked on the road; every permitted vehicle shall be parked either in the garage or on the driveway.

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SECTION 3. Maintenance and Use of Garages. Each Owner covenants for himself, and his heirs, successors and assigns as follows:

(1) That the garage of which the Owner has exclusive use, by virtue of ownership thereof or an exclusive easement to use the same (hereinafter referred to as the "Garage"), shall be used solely for the parking of an operable vehicle and for the storage of household items;

(2) The Garage shall not be used, or items kept therein, so as to interfere with the use thereof of the parking of an automobile or so as to constitute a nuisance, or otherwise so as to constitute a health or safety or other hazard, to, or interfere with, the ownership, use, possession or enjoyment of the structure of which it is a part or of the adjoining residences;

(3) The Garage shall be maintained in a clean and orderly condition and without limitation, no exposed or uncontained junk, trash, garbage, or other refuse shall be kept in the garage, and no rags, paint, chemicals, gasoline, bottled gas or other flammable, explosive, corrosive or poisonous substances shall be stored therein, or any item whatsoever which might cause an increase in risk under, or insurance covering the Garage, the structure of which it is a part, or the adjoining residences;

(4) Without limitation, no mechanical work shall be performed on any vehicle, and no machines, tools or equipment shall be used, or other activity performed, in the Garage which might create obnoxious or explosive fumes, cause noise, or otherwise disturb, or jeopardize the safety or, any persons occupying the structure of which the Garage is a part, and no automobile or other engines shall be operated therein except to move a vehicle in or out thereof; and

(5) No use shall be made of the Garage which shall conflict with the rules and regulations in respect thereof which shall be promulgated from time to time by the Association.

Each Garage occupant further covenants for himself, and his heirs, successors and assigns that he will, at his sole expense maintain in good, safe, and sound condition and repair all doors and doorways leading into the garage (including jambs, frames, trim and hardware), all interior surfaces of the walls, ceiling and floor of the Garage, and all light fixtures, automatic garage door openers, electrical outlets, and other fixtures serving the Garage.

SECTION 4. Garages. No Garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such Garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a Garage as a part of such Dwelling house.

ARTICLE XII CONDEMNATION

SECTION 1. Proceedings. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for the acquisition of the Common Areas or any part thereof. All Owners hereby irrevocably appoint the Association as their agent to represent them in such matters; provided, however, that this appointment shall not prevent any Owner from intervening in or appearing as an interested party in any condemnation proceedings.

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SECTION 2. Awards or Proceeds. In the event of the taking or acquisition of all or a part of the Common Areas by a condemning authority, the condemnation awards or proceeds of settlement shall be payable to the Association, for the use and benefit of the Owners and their mortgagees, as their interests may appear, subject to direction by any court having jurisdiction over the condemnation.

ARTICLE XIII RECONSTRUCTION OR REPAIR AFTER CASUALTY

SECTION 1. Insurance Proceeds. In the event loss or damage occurs to improvements or any portion of the Common Areas or the improvements thereon, payment under any and all insurance policies shall be made to the Board of Directors of the Association, as escrow agent, and the proceeds shall be expended or disbursed as follows:

A. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Areas, the improvements shall be completely repaired and restored.

B. In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Areas, a meeting of the membership of the Association shall be held to determine whether a uniform special assessment shall be levied against each Lot and the Owners thereof to obtain the necessary funds to repair and restore all of the improvements within the Common Areas.

(1) If a majority of the Owners voting at such meeting vote in favor of a special assessment, the Association shall immediately levy and collect such assessment. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be included as a part of such special assessment.

(2) In the event a majority of the Owners are opposed to the special assessment, the insurance proceeds shall be used to repair and reconstruct as many and such of the improvements on the Common Areas that the Board of Directors of the Association, in its sole and absolute discretion, shall determine; provided, however, that in any event all Lots and the Owners shall be subject to a uniform special assessment in the amount necessary to meet any deductible under an insurance policy against which a claim is made, and that the insurance proceeds shall be used first to reconstruct and repair any and all damage to roads constructed within the Common Areas.

C. If there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair of the improvements located within the Common Areas, such balance shall not be disbursed to the Members.

D. Nothing contained herein shall be interpreted or construed to prevent creation of and contributions to reserve accounts for repair and replacement of any or all improvements located within the Common Areas, nor to prohibit the use of the funds in such accounts for repair or replacement in the event insurance proceeds are insufficient to cover the cost thereof.

E. Under all circumstances, the Board of Directors of the Association shall have the sole authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for loss or damage to the improvements located within the Common Areas, subject only to the approval of any mortgagee of the premises damaged where the security for such mortgage may be adversely affected.

SECTION 2. Repair or Reconstruction.

A. Immediately after a determination is made to reconstruct or repair damage to improvements located within the Common Areas, the Board of Directors shall obtain detailed estimates of the reconstruction or repair from one or more reliable licensed contractors.

B. In the event the Association shall enter into a construction agreement with a contractor, who shall be required to post a performance bond, the Board of Directors of the Association, as escrow agent, shall disburse the insurance proceeds and other funds collected pursuant to this Article XIII in accordance with the construction agreement.

C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, subject to appropriate governmental approvals and permitting requirements, or if not, then according to plans and specifications approved by a majority of the Members of the Association, which approval by the Members shall not be unreasonably withheld.

ARTICLE XIV GENERAL PROVISIONS

SECTION 1. Enforcement.

A. The Association, Developer and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation or arbitration shall be entitled to all costs thereof, including, but not limited to, reasonable attorney's fees. Any institutional mortgagee requesting the same shall be entitled to written notification from the Association of any default by the Owner of the mortgaged Lot or Dwelling in the performance of such Owner's obligations under this Declaration which is not cured within thirty (30) days.

B. In addition to the remedies as identified in the foregoing paragraph, the Association may levy a fine not to exceed the maximum amount allowed by law against any Owner, resident, guest or invitee, for failure to abide by any provisions of this Declaration, the By-Laws or the rules of the Association, specifically including fines for parking of motor vehicles on roadways which is expressly prohibited. A fine may be levied on the basis of a continuing violation with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed by law. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to be held not less than fourteen (14) days after reasonable notice to the Owner, resident, guest or invitee. Reasonable notice shall include: a statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, By-Laws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

C. A hearing shall be held before a committee of other Lot Owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if a majority of the members of the committee disagree with such fine. The notice

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and hearing procedures shall also satisfy any other requirements of Chapter 617, Florida Statutes, or the regulations promulgated thereunder.

SECTION 2. Severability. Invalidation of anyone 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. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of thirty (30) years from the date that the original Declaration was recorded in the Public Records of Hillsborough County, Florida. These covenants shall automatically be renewed for additional periods of thirty (30) years each, and the Association shall record a notice to this effect prior to the expiration of the first thirty (30) years, unless a written instrument signed by the Owners and mortgagees of sixty seven percent (67%) of all Lots subject to this Declaration, as amended from time to time, is executed and recorded, providing for termination of these covenants. In the event that there are any Common Areas at the termination of this Declaration and/or the Association, then such Common Areas shall be owned by the Owners as tenants in common in undivided shares, subject to the requirement for conveyance or dedication of the surface water management system improvements, as may be required by Article XIV of the Articles of Incorporation of the Association

SECTION 4. Caption, Headings and Titles. Article and Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions of this Declaration.

SECTION 5. Amendments.

A. Subject to the limitations set forth hereinafter, this Declaration may be amended by the affirmative vote of sixty-seven percent (67%) or more of the representative voting interests of the Association present, in person or by proxy, at a meeting called for said purpose at which a quorum of the membership is attained.

B. Notwithstanding the foregoing, or any provisions to the contrary herein or any provisions to the contrary in the Articles of Incorporation or Bylaws of the Association, no amendment shall be made to this Declaration or the Articles of Incorporation or Bylaws which would adversely affect the lien rights of any institutional first mortgagee or change the voting rights of any Association Member without the written joinder and consent of such mortgagee or Member, nor which would affect the surface water management system, including the water management portions of the Common Areas, without the written joinder and consent of the Southwest Florida Water Management District.

C. Amendments for correction of scrivener's error or other changes needed to promote the sale or financing of the property described on **Exhibit "A"** and on **Exhibit "B"**, if annexed to the Subdivision, may be made by Developer without the need for consent of any Owner or mortgagee.

D. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration may be made without the written joinder and consent of the Developer while the Developer is still involved in the sale and development of the property described on **Exhibit "A"** and on **Exhibit "B"**, if annexed to the Subdivision, in the ordinary course of business.

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E. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration may be made without HUD/VA approval as long as there is a Class B membership, if HUD or VA approval is sought by the Developer.

F. Any amendment to this Declaration must be recorded among the Public Records of Hillsborough County, Florida. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Developer and to all institutional first mortgagees requesting notice thereof.

G. Any amendment to this Declaration which impacts, in any way, the Association's requirements of mitigation and/or conservation of any lands subject to permitting or Conservation Easements or Agreements, must be approved by the Association and governmental entity having jurisdiction over such permitting or conservation obligations.

SECTION 6. Lenders' Notices.

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Dwelling number and address, any mortgage holder, insurer, or guarantor shall be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the Dwelling or the Lot securing its mortgage.

B. Any delinquency exceeding sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot or Dwelling securing its mortgage.

C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

SECTION 7. FHA/VA Approval. Notwithstanding any other provision of this Declaration, as long as there is Class B membership and if FHA or VA approval is sought, the following actions require approval of FHA or VA: Annexation of Additional Properties, Dedication of Common Area, or Amendment of this Declaration.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be signed and sealed this 10th day of MARCH, 1999.

Signed, Sealed and Delivered
in the Presence of:

Joy E. Zalkin
Signature

Printed Name of Witness

Patricia A. Berezwick
Signature

Patricia A. Berezwick
Printed Name of Witness

LYNN LAKE DEVELOPMENT
CORPORATION OF TAMPA

By: Ronald Y. Ho
Ronald Y. Ho, President

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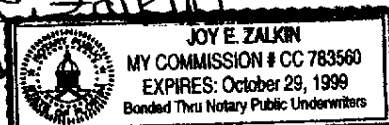
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10 day of March, 1999 by Ronald Y. Ho, as President, of Lynn Lake Development Corporation of Tampa, who is personally known to me or produced _____ as identification, and did not take an oath.

Joy E. Zalkin
Notary Public

Joy E. Zalkin
Printed Name

My Commission Expires:

JOINDER OF HOMEOWNERS' ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, HOMEOWNERS ASSOCIATION OF LYNN LAKE, INC., hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations, and burdens imposed on it by this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, the Association has caused this Declaration to be signed this 10th day of MARCH, 1999.

Signed, Sealed and Delivered
in the Presence of:

Joy E. Zalkin
Witness

Joy E. Zalkin
Printed Name

Patricia A. Berezwick
Witness

Patricia A. Berezwick
Printed Name

HOMEOWNERS ASSOCIATION OF
LYNN LAKE, INC.

By: Ronald Y. Ho

Ronald Y. Ho, President

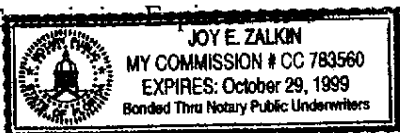
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10 day of March, 1999, by Ronald Y. Ho, as President, of Homeowners Association of Lynn Lake, Inc., who is personally known to me or produced _____ as identification, and did not take an oath.

Joy E. Zalkin
Notary Public

Joy E. Zalkin
Printed Name

My C



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EXHIBIT "A"**PHASE I**

A parcel of land lying in the West ½ of Section 18, Township 28 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the northeast corner of the southwest 1/4 of Section 18, Township 28 South, Range 18 East, Hillsborough County, Florida, thence along the north boundary of said southwest 1/4 North 89°27'38" West 200.04 feet to the west right-of-way line of Anderson Road (200 foot R/W) and the Point of Beginning; thence along said west right-of-way line South 00°41'47" East 110.06 feet; thence leaving said right-of-way line South 89°18'13" West 441.11 feet; thence South 00°30'30" West 467.05 feet; thence South 89°52'24" West 365.58 feet; thence South 00°07'36" East 20.13 feet; thence South 89°52'24" West 140.00 feet to a point on the west boundary of the East 330 feet of the West 495 feet of the northeast 1/4 of the southwest 1/4 of said Section 18; thence along said west boundary North 00°07'36" West 612.65 feet to the north boundary of the southwest 1/4 of said Section 18; thence along said north boundary North 89°27'38" West 165.01 feet to the northwest corner of the northeast 1/4 of the southwest 1/4 of said Section 18; thence along the west boundary of the southeast 1/4 of the northwest 1/4 of said Section 18 North 00°16'15" East 676.96 feet to the north boundary of the south ½ of the southeast 1/4 of the northwest 1/4 of said Section 18; thence along said north boundary South 89°27'56" East 1103.35 feet to the aforementioned west right-of-way line of Anderson Road (200 foot R/W), said point being on a non-tangent curve, concave to the west, having a radius of 1173.24 feet, a central angle of 02°25'36" and a chord bearing South 01°54'35" East 49.69 feet; thence along said west right-of-way line, along the arc of said curve 49.69 feet to a point of tangency; thence continue along said right-of-way line South 00°41'47" East 627.55 feet to the aforementioned Point of Beginning.

Said parcel containing 1104837.9 square feet of 25.36 acres more or less.

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EXHIBIT "B"**PROPOSED PHASE II**

A parcel of land lying in the West ½ of Section 18, Township 28 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the northeast corner of the southwest 1/4 of Section 18, Township 28 South, Range 18 East, Hillsborough County, Florida, thence along the north boundary of said southwest 1/4 North 89°27'38" West 200.04 feet to the west right-of-way line of Anderson Road (200 foot R/W); thence along said west right-of-way line South 00°41'47" East 110.06 feet to the Point of Beginning; thence continue along said west right-of-way line South 00°41'47" East 1212.26 feet to the north right-of-way line of Lynn Road (50 foot R/W); thence along said north right-of-way line North 89°02'19" West 964.08 feet to a point on the west boundary of the East 330 feet of the West 495 feet of the northeast 1/4 of the southwest 1/4 of said Section 18; thence along said west boundary North 00°07'36" West 702.35 feet; thence North 89°52'24" East 140.00 feet; thence North 00°07'36" West 20.13 feet; thence North 89°52'24" East 365.58 feet; thence North 00°30'30" East 467.05 feet; thence North 89°18'13" East 441.11 feet to the west right-of-way line of Anderson Road and the aforementioned Point of Beginning.

Said parcel containing 2013796.3 square feet of 46.23 acres more or less.