INSTRUMENT #: 2022569270
12/06/2022 at 01:26:57 PM
Deputy Clerk: JGRIFFIN
Cindy Stuart, Clerk of the Circuit Court Hillsborough County

Prepared by and return to:
David J. Lopez, P.A.
P.O. Box 172717
Tampa, FL 33672-0717

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES

WE HEREBY CERTIFY THAT the attached amendment to Article X of the Declaration of Covenants, Conditions, and Restrictions for Bania Lakes, originally recorded at Official Records Book 16846, Page 1401, et seq. of the Public Records of Hillsborough County, Florida, and as may have been amended thereafter from time to time, were duly adopted in the manner provided by the Declaration of Covenants, Conditions, and Restrictions for Bania Lakes, at a duly called meeting of the membership held on the 22nd day of November, 2022.

IN WITNESS WHEREOF, we have affixed our hands this 6th day of December, 2022, at Hillsborough County, Florida.

WITNESSES (of President Signature)

Sign _____

Print Eileen Orlando

Sign _____

Print Anthony Orlando

BAHIA LAKES HOMEOWNERS ASSOCIATION, INC.

By: _____

Print Name: RALPH SKOKANIC

As: President

_____

Print Name: Renate Gottsche

As: Secretary (Seal)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me, by means of [✓] physical presence or [ ] online notarization, this 6th day of December, 2022, by Ralph Skokanic and Renate Gottsche as President and Secretary, respectively, of BAHIA LAKES HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation, on behalf of the corporation.

RACHEL ANN MYERS
Notary Public - State of Florida
Commission # HH 305317
My Comm. Expires Dec 20, 2026
Bonded through National Notary Assn.

_____
Signature of Notary Public – State of Florida

Rachel Myers
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

Prepared By and Return To:
David J. Lopez, PA
P.O. Box 172717
Tampa, FL 33672

SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BAHIA LAKES

Amendment adding Section 25 to Article X of the Declaration of Covenants, Conditions, and Restrictions for Bahia Lakes, originally recorded at Official Records Book 16846, Page 1401, et. seq., of the Public Records of Hillsborough County, Florida, and as may have been subsequently amended from time to time thereafter:

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by ". . ."

. . .

ARTICLE X – USE RESTRICTIONS

. . .

Section 25. Leases.

Lot Owners may lease their Lots, subject to the following restrictions:

(a) All leases or other occupancy agreements must be in writing and shall be subject to the prior written approval of the Association.

(b) An Owner may not enter into a lease of the Lot until the Owner has held an ownership interest in the Lot for at least twenty-four (24) months.

(c) No Owner shall enter into a lease or other occupancy agreement for a period of less than twelve (12) months or more than twice in any calendar year.

(d) No Owner shall enter into a lease or other occupancy agreement for less than the entire Lot, and subleasing is not permitted.

(e) All leases shall incorporate the Declaration of Covenants, Bylaws Articles of Incorporation, and Rules and Regulations, whether or not so stated, and all lessees, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such documents.

(f) All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant, their guests, occupants, family members or invitees of the Declaration, Bylaws, Rules and Regulations, or other Governing Documents is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the tenant in accordance with Florida law. The Owner shall remove, at Owner's sole expense, by legal means, including eviction, his tenant, and their guests, occupants, family members or invitees, should any of them refuse or fail to abide by and adhere to the Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations and other Governing Documents of the Association.

(g) All leases shall provide, and if they do not so state, they shall be deemed to provide, that the Association shall have the authority, but not the obligation, to take legal action against the tenant for breaches to the lease resulting from the violation of the Declaration, Bylaws, Rules and Regulations, and other Governing Documents, including the power and authority to declare the lease in default because of the violations and to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner after the Board gives notice to the Owner at the last address provided by Owner to the Association. Prior to eviction of a tenant, the Association shall give the Owner at least five (5) days' notice to allow the Owner to secure compliance from the tenant. If the tenant does not cure the violation within such period, the Board may commence eviction proceedings. Additionally, the association shall be entitled to injunctive or other equitable relief as a remedy for the tenant's violation of the Declaration, Bylaws, or Rules & Regulations of the Association. The cost of all legal action taken by the Association, including reasonable attorneys' fees incurred and court costs, associated with the eviction shall be the personal obligation of the Owner, and shall be a continuing lien on the Lot to be foreclosed in the same manner as a lien for past due assessments. The Owner/ Lessor shall indemnify and hold the Association harmless against all liabilities imposed or sought to be imposed against the Association as a result of the Association's actions or failure to act pursuant to this provision.

(h) The Association may, at the sole cost and expense of the leasing Lot Owner, conduct a background check on each prospective tenant and all occupants of a Lot. The Association may use the results of the background check to investigate the criminal history of any proposed tenant or occupant.

(i)No later than fourteen (14) calendar days prior to the beginning of a lease or occupancy agreement, the Owner shall apply to the Association for approval of the same and provide to the Association the following:

1. An executed copy of the proposed written lease.
2. Application form provided by the Association containing a list of the names of the tenants and other occupants of the Lot, and their current addresses, and such other information requested by the Association reasonably related to the lease or occupancy of the Lot.
3. Application fee in the amount of One Hundred Dollars ($100.00).

4. A standard lease addendum signed by the tenant on his or her own behalf and on the behalf of any other occupants that they agree to abide by and adhere to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions and all rules, regulations and policies of the Association; and that in the event of any violation of the Declaration or the Rules and Regulations the Association shall have standing to evict the occupants under Chapter 83, Florida Statutes. The Board of Directors may adopt the form of the addendum.
5. A background check report on the tenants and any occupants that are (18) eighteen years old or older as described below.
6. Such other reasonable information concerning the occupants that the Association may require, including but not limited to, the make, model, and license plate number of all permissible vehicles of the occupants.

(j) Prior to the consideration of the lease, a thorough background check of the tenants and any occupants that are (18) eighteen years old or older must be completed by an investigation company chosen by or otherwise acceptable to the Association or its management company. The information disclosed on the Application Form will be used by the investigation company, plus any other information as the Board or its management company may deem necessary to complete the background check. Upon receipt of the copy of the written lease and the Application form, the management company shall engage the investigation company and receive the results of the investigation. The investigation shall be at the sole expense of the owner and the tenant, who shall pay the expense in advance. If the tenant is to pay for the investigation, advance payment shall be made by money order or certified check.

(k) Within fourteen (14) days after receipt of all application materials and the Application Fee, the Association shall give the Lot Owner notice of approval or disapproval of the lease.

(l) Reasons for potential disapproval may include:

1. The Association may deny a lease on the ground that the proposed tenant or occupant has previously resided or occupied a Lot in the Association and has been cited for a violation of the Association's governing documents, including any of its rules and regulations;
2. The Association may deny a lease on the ground that false, misleading or incomplete information has been provided on the Tenant Application form;
3. The Association may deny a lease on the ground that the Lot is in violation of the Declaration or the rules and regulations of the Association, or that the owner is delinquent in the payment of any monetary obligation to the Association; or
4. The Association may deny a lease on the ground that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community including but not limited to:

A. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or
B. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but:

i. The felony conviction has occurred within the last fifteen (15) years; or
ii. The felony conviction disqualifying a tenant or occupant would be a crime which designates the tenant or occupant a sexual predator or sexual offender; or
iii. The felony conviction is related to illegal drugs, or

C. The tenant or occupant has a misdemeanor conviction within the last ten (10) years that is related to illegal drugs, or other offenses within the judgment of the Board poses a safety concern to the community.

(m) All Tenants and other occupants shall comply with, and are subject to Article IX, Sections 15, 16, and 17 of the Declaration, and any other Article or Section of the Declaration that relates to the operation, storage, parking and towing of vehicles. The Owner's application for approval may require the disclosure of the make, model and year of the tenant's or other occupants' vehicles; the tag number of the vehicles; the vehicle identification number of the vehicles; vehicle registration information; and automobile insurance information. A lack of any or all of this information shall be grounds for the Association to deny the lease.

(n) Tenants shall be permitted to move their furnishings into the leased dwelling between 9 AM and 9 PM Monday through Saturday. Furnishings shall not be moved into the leased dwelling on Sundays or nationally recognized holidays.

The rights of the Association herein shall be in addition to, and not in lieu of any other enforcement rights the Association may have under the Declaration. Failure of the Association to draw upon an escrow fund at any time shall in no event be deemed a waiver or estoppel of the right to draw upon said fund thereafter.

(o) Limit on Number of Leases. No more than twenty percent (20%) of the total number of Lots may be leased at any one time ("Rental Ceiling"). If the number of currently leased Lots exceeds twenty percent (20%) at the time this Amendment is passed, no Owner shall be required to remove a current tenant or lessee. An Owner may not lease a Lot without the prior written approval of the Association as provided herein. Once approved, the Owner will have ninety (90) days to enter into a lease agreement. If the maximum number of leased Lots has been reached, then the Owner will be placed on a waiting list until the number of leased Lots has come below the Rental Ceiling. The Board shall have the power to adopt rules and regulations regarding the waiting list and other procedures which shall apply in the event that the Rental Ceiling is reached. Once an Owner loses a tenant, the Owner will need to request the prior approval of the Association before entering into a lease agreement with a new tenant. For the purposes of this section, "lease" includes any lease, rental, license or other agreement for the regular, exclusive occupancy of a non-Owner occupied Lot.

INSTRUMENT#: 2011250468, O BK 20635
PG 1527-1530 08/02/2011 at 01:47:21 PM,
DEPUTY CLERK: ADANIEL Pat Frank, Clerk of
the Circuit Court Hillsborough County

Prepared by and return to:
Marc Spencer, Esq.
The Ryland Group, Inc.
3030 N. Rocky Point Dr. W., Suite 350
Tampa, FL 33607

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES

THIS FIFTH AMENDMENT is made this 28th day of July, 2011, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Ryland and THE DELTONA CORPORATION, a Delaware corporation, hereinafter referred to as "Deltona", Ryland and Deltona hereinafter collectively referred to as "Declarant" whose mailing address is 9426 Camden Field Parkway, Riverview, FL 33578.

W I T N E S S E T H:

WHEREAS, Declarant has heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Bahia Lakes recorded August 18, 2006, in O.R. Book 16846, Page 1401; together with that certain First Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded August 13, 2007 in O.R. Book 18025, page 1681; Assignment of Rights as Declarant recorded April 7, 2008 in O.R. Book 18554, page 1092; further assigned by Assignment of Rights as Declarant recorded June 24, 2009 in O.R. Book 19324, page 53; and amended by Second Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded May 25, 2010 in O.R. Book 19888, page 661; and amended by Third Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded August 12, 2010 in O.R. Book 20025, page 1490; and amended by Fourth Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded September 16, 2010 in O.R. Book 20083, page 415 of the Public Records of Hillsborough County, Florida ("Declaration"); and

WHEREAS, Article XII, Section 7 permits the amendment of the Declaration by the Declarant where the Declarant deems it necessary provided such amendment does not destroy or substantially alter the general plan or scheme of the development; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.

2. Section 9 of Article X is hereby amended to read as follows:

Section 9. Vehicles. The parking or storage of automobiles except in designated areas of the Properties is prohibited without express prior written permission of the Association. Vehicles are to be parked in the garage. In the event all vehicles cannot be parked in the garage, then such vehicles(s) must be parked in the driveway of the Lot. The overnight parking of vehicles of any kind in the Common Area is prohibited except in areas designated as parking areas by the Association; provided, however the overnight parking of any of the following vehicles is prohibited upon any areas of the Properties: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans ~~weighing~~ with a payload capacity of more than 3/4 ton unless parked fully within a closed garage. The provisions hereof shall not apply to Declarant or Developer, and their invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

No inoperable vehicle may be parked on the Common Area, or on the Property, including, without limitation, designated parking areas. The Board may appoint a committee of a minimum of two (2) Members to police the Common Area and the property. The committee shall make inquiries to attempt to determine the ownership of any inoperable vehicle, and present a written report to the Board. The Board, in its sole discretion, shall determine if a vehicle is inoperable in the event one of the following conditions occur: (i) the vehicle does not have a current license tag from the Florida Department of Motor Vehicles or the proper licensing authority of one of the other United States or a foreign country; or (ii) the vehicle has not been moved for a period of at least seven (7) days. In the event the Board determines a vehicle is inoperable, and it has been able to determine ownership of the vehicle, the Board shall deliver a notice to such owner giving the owner seven (7) days to register the vehicle with the proper licensing authority or to remove the vehicle from the Common Area and the Property. In the event the Board is unable to determine the ownership of the vehicle, it shall place such notice on the windshield of such vehicle. In the event the owner of the inoperable vehicle fails to correct the situation within such 7 day period, the Board may have such vehicle towed away. The cost of towing, storage, any impound fees, and all costs and expenses incurred by the Association in connection with such vehicle shall be the sole cost of the owner of the vehicle. All sums so incurred by the Association, together with interest and all costs and expenses of collection, shall be secured by a continuing lien on such Owner's Lot in favor of the Association.

3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, having caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Printed Name: SUSIE WARGO

Printed Name: Lori P Katzman

Printed Name: Marta Costa

Printed Name: Mary Travis

THE RYLAND GROUP, INC.,
a Maryland corporation

By:
Print Name: Joseph M. Fontana
As: Operational Vice President

THE DELTONA CORPORATION,
a Delaware corporation

By:
Printed Name: SHARON HUMMERHIELM
Its: Exec. Vice President

"DECLARANT"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 28th day of July, 2011, by Joseph M. Fontana as Operational Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation, who ☑ is personally known to me or who ☐ has produced _____ as identification.

KAREN S. WARGO
Comm# DD0791522
Expires 8/11/2012
Florida Notary Assn., Inc

Notary Public
Print Name: KAREN S. WARGO
My commission expires:

STATE OF FLORIDA
COUNTY OF ~~MARION~~ MIAMI-DADE

I hereby certify that on this 11th day of JULY, 2011, before me, a Notary Public duly authorized in the sate and county named above to take acknowledgments, personally appeared Sharon Hammerschlag, as Exec. Vice President of **THE DELTONA CORPORATION**, a Delaware corporation, in the foregoing instrument, soon behalf on the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public
Printed Name: DONNA L. VERRILLI
My commission expires

DONNA L. VERRILLI
MY COMMISSION # EE 015517
EXPIRES: September 28, 2014
Bonded Thru Notary Public Underwriters

INSTRUMENT#: 2010310637, O BK 20083
PG 415-417 09/16/2010 at 11:26:56 AM,
DEPUTY CLERK: SWILLIAMS Pat Frank, Clerk
of the Circuit Court Hillsborough County

Prepared by and return to:
Marc Spencer, Esq.
The Ryland Group, Inc.
3030 N. Rocky Point Dr. W., Suite 350
Tampa, FL 33607

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES

THIS FOURTH AMENDMENT is made this 9th day of September, 2010, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Ryland and THE DELTONA CORPORATION, a Delaware corporation, hereinafter referred to as "Deltona", Ryland and Deltona hereinafter collectively referred to as "Declarant" whose mailing address is 9426 Camden Field Parkway, Riverview, FL 33578.

W I T N E S S E T H:

WHEREAS, Declarant has heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Bahia Lakes recorded August 18, 2006, in O.R. Book 16846, Page 1401; together with that certain First Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded August 13, 2007 in O.R. Book 18025, page 1681; Assignment of Rights as Declarant recorded April 7, 2008 in O.R. Book 18554, page 1092; further assigned by Assignment of Rights as Declarant recorded June 24, 2009 in O.R. Book 19324, page 53; and amended by Second Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded May 25, 2010 in O.R. Book 19888, page 661; and amended by Third Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded August 12, 2010 in O.R. Book 20025, page 1490 of the Public Records of Hillsborough County, Florida ("Declaration"); and

WHEREAS, Article XII, Section 7 permits the amendment of the Declaration by the Declarant where the Declarant deems it necessary provided such amendment does not destroy or substantially alter the general plan or scheme of the development; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.

2. Section 23 of Article X is hereby deleted in its entirety.

3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, having caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Printed Name: SUSIE WARGO

Printed Name: Lori P Katzman

THE RYLAND GROUP, INC.,
a Maryland corporation

By: Joseph M. Fontana
Print Name: Joseph M. Fontana
As: Operational Vice President

Printed Name: DONNA Derrill;

Printed Name: Diana Mandley

THE DELTONA CORPORATION,
a Delaware corporation

By:
Printed Name: SHARON HUMMERHIELD
Its Exec Vice President

"DECLARANT"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 9th day of September, 2010, by Joseph M. Fontana as Operational Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation, who ☑ is personally known to me or who ☐ has produced _____ as identification.

Notary Public
Print Name:_____
My commission expires:

KAREN S. WARGO
Comm# DD0791522
Expires 8/11/2012
Florida Notary Assn., Inc

STATE OF FLORIDA
COUNTY OF ~~MARION~~ MIAMI-DADE

I hereby certify that on this 1ST day of SEPTEMBER, 2010, before me, a Notary Public duly authorized in the sate and county named above to take acknowledgments, personally appeared ~~SHARON HUMMERHIELD~~ as EXEC Vice President of **THE DELTONA CORPORATION**, a Delaware corporation, in the foregoing instrument, soon behalf on the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public
Printed Name: MARY TRAVIS
My commission expires

NOTARY PUBLIC-STATE OF FLORIDA
Mary Travis
Commission # DD852335
Expires: APR. 24, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

INSTRUMENT#: 2010271705, O BK 20025
PG 1490-1493 08/12/2010 at 02:24:50 PM,
DEPUTY CLERK: ADANIEL Pat Frank, Clerk of
the Circuit Court Hillsborough County

Prepared by and return to:
Marc Spencer, Esq.
The Ryland Group, Inc.
3030 N. Rocky Point Dr. W., Suite 350
Tampa, FL 33607

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES

THIS THIRD AMENDMENT is made this 9th day of August, 2010, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Ryland and THE DELTONA CORPORATION, a Delaware corporation, hereinafter referred to as "Deltona", Ryland and Deltona hereinafter collectively referred to as "Declarant" whose mailing address is 9426 Camden Field Parkway, Riverview, FL 33578.

W I T N E S S E T H:

WHEREAS, Declarant has heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Bahia Lakes recorded August 18, 2006, in O.R. Book 16846, Page 1401; together with that certain First Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded August 13, 2007 in O.R. Book 18025, page 1681; Assignment of Rights as Declarant recorded April 7, 2008 in O.R. Book 18554, page 1092; further assigned by Assignment of Rights as Declarant recorded June 24, 2009 in O.R. Book 19324, page 53; and amended by Second Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded May 25, 2010 in O.R. Book 19888, page 661, of the Public Records of Hillsborough County, Florida ("Declaration"); and

WHEREAS, Article XII, Section 7 permits the amendment of the Declaration by the Declarant where the Declarant deems it necessary provided such amendment does not destroy or substantially alter the general plan or scheme of the development; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby states and declares as follows (where applicable, double-underlined text indicates text that has been added and ~~strikeout text~~ indicates text that has been deleted):

1. All of the above recitals are true and correct and incorporated herein by reference.

2. Article X, Section 5 is hereby amended as follows:

Use of Accessory Structures. Other than the Dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for

any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with its operations. No mobile homes or campers may be used as a residence whether on a Lot or Common Area. No recreation vehicle, including but not limited to golf carts, all terrain vehicles, mini cycles and other non street legal vehicles, may be used ~~as a residence or~~ for any ~~other~~ purpose on any of the Lots, Common Areas or rights of way within the Properties. Nothing in this Section shall prohibit the use of bicycles, skateboards or non-motorized scooters, on rights of way or Common Areas in accordance with the Rules and Regulations.

3. Article X, Section 10 is hereby amended as follows:

Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view by placement in the garage or screened from view by a four foot (4') fence abutting the garage, which fence must be approved by the Committee. Additional restrictions may be included in the Rules and Regulations.

4. Article X, Section 21 is hereby amended as follows:

Above Ground Tanks. Except as specifically authorized below, the placement or maintaining on a Lot of any and all kinds of above ground fuel tanks are strictly prohibited. This prohibition shall include, but not be limited to, fuel tanks of gas, kerosene, diesel fuel, propane or similar fuels, but shall exclude small attachable tanks for gas grills or where a lot dimension prohibits the placement of an in ground tank. In ground tanks may be installed on a Lot provided the tank is permitted by local, state or federal regulations and is installed and maintained in accordance with such regulations. Above ground tanks may be installed on a Lot if the lot dimension prohibits the placement of an in ground tank and said tank is properly screened from view by fencing and/or landscaping and further provided the tank is permitted by local, state or federal regulations and is installed and maintained in accordance with such regulations. ~~A permit~~ Prior approval for such ~~in ground~~ tank must be received from the Committee. The Committee may establish rules and regulations for the installation screening and maintenance of ~~in ground~~ tanks.

5. Article X, Section 25 is hereby added:

Section 25. Pool Rules. Pool Rules shall be promulgated by the Board and be included as part of the Rules and Regulations.

6. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

7. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, having caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Printed Name: Susie WARGO

Printed Name: Eric Kutzman

THE RYLAND GROUP, INC.,
a Maryland corporation

By: _____
Print Name: Joseph M. Fontana
As: Operational Vice President

Printed Name: Diana Mardikey

Printed Name: Marta Costa

THE DELTONA CORPORATION,
a Delaware corporation

By: _____
Printed Name: SHARON HUMMERICK
Its: Exec VP President

"DECLARANT"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 9th day of August, 2010, by Joseph M. Fontana as Operational Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation, who ☑ is personally known to me or who ☐ has produced _____ as identification.

Notary Public
Print Name: KAREN S. WARGO
My commission expires:

KAREN S. WARGO
Comm# DD0791522
Expires 8/11/2012
Florida Notary Assn., Inc

STATE OF FLORIDA
COUNTY OF ~~MARION~~ DADE

I hereby certify that on this 27 day of JULY, 2010, before me, a Notary Public duly authorized in the sate and county named above to take acknowledgments, personally appeared Sharon Hummerhielm, as Exec VP President of **THE DELTONA CORPORATION,** a Delaware corporation, in the foregoing instrument, soon behalf on the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Donna L. Verrilli
Notary Public
Printed Name: DONNA L. VERRILLI
My commission expires

DONNA L. VERRILLI
MY COMMISSION # DD 574412
EXPIRES: September 28, 2010
Bonded Thru Notary Public Underwriters

INSTRUMENT#: 2010175027, O BK 19888
PG 661-663 05/25/2010 at 03:22:57 PM,
DEPUTY CLERK: SLEWIS Pat Frank, Clerk of
the Circuit Court Hillsborough County

Prepared by and return to:
Marc Spencer, Esq.
The Ryland Group, Inc.
3030 N. Rocky Point Dr. W., Suite 350
Tampa, FL 33607

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES

THIS SECOND AMENDMENT is made this 24th day of May, 2010, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Ryland and THE DELTONA CORPORATION, a Delaware corporation, hereinafter referred to as "Deltona", Ryland and Deltona hereinafter collectively referred to as "Declarant" whose mailing address is 9426 Camden Field Parkway, Riverview, FL 33578.

W I T N E S S E T H:

WHEREAS, Declarant has heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Bahia Lakes recorded August 18, 2006, in O.R. Book 16846, Page 1401; together with that certain First Amendment to Declaration of Covenants, Conditions and Restriction for Bahia Lakes recorded August 13, 2007 in O.R. Book 18025, page 1681; Assignment of Rights as Declarant recorded April 7, 2008 in O.R. Book 18554, page 1092; and further assigned by Assignment of Rights as Declarant recorded June 24, 2009 in O.R. Book 19324, page 53, of the Public Records of Hillsborough County, Florida ("Declaration"); and

WHEREAS, Article XII, Section 7 permits the amendment of the Declaration by the Declarant where the Declarant deems it necessary provided such amendment does not destroy or substantially alter the general plan or scheme of the development; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.

2. Exhibit "E" is hereby amended so as to change the color of PVC fences from "beige" to "white" or "beige".

3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, having caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Printed Name: SUSIE WARGO

Printed Name:

THE RYLAND GROUP, INC.,
a Maryland corporation

By:
Print Name: Joseph M. Fontana
As: Operational Vice President

THE DELTONA CORPORATION,
a Delaware corporation

By:
Printed Name: Bern Fisher
Its: Assistant Secretary

Printed Name: DL Robinson

Printed Name: Lois Patton

"DECLARANT"

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

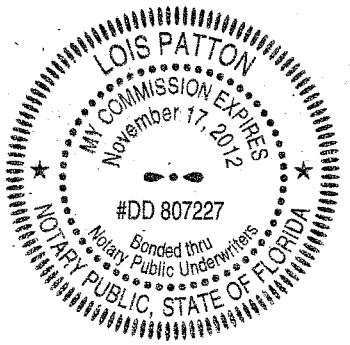
The foregoing instrument was acknowledged before me this 20th day of May, 2010, by Joseph M. Fontana as Operational Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public
Print Name:
My commission expires:

KAREN S. WARGO
Comm# DD0791522
Expires 8/11/2012
Florida Notary Assn., Inc

STATE OF FLORIDA
COUNTY OF MARION

I hereby certify that on this 12th day of May, 2010, before me, a Notary Public duly authorized in the sate and county named above to take acknowledgments, personally appeared Beth Fisher, as Assistant Secretary of **THE DELTONA CORPORATION**, a Delaware corporation, in the foregoing instrument, soon behalf on the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.



Lois Patton
Notary Public
Printed Name: Lois Patton
My commission expires

INSTRUMENT#: 2007356974, O BK 18025
PG 1681-1686 08/13/2007 at 09:25:48 AM,
DEPUTY CLERK: TJORDAN Pat Frank, Clerk
of the Circuit Court Hillsborough County

Prepared by and return to:
Roger A. Larson, Esq.
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756
Telephone: 727-461-1818

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES

THIS FIRST AMENDMENT is made this 8th day of August, 2007, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Ryland and STANDARD PACIFIC OF TAMPA, a Florida general partnership, hereinafter referred to as "Standard Pacific", Ryland and Standard Pacific hereinafter collectively referred to as "Declarant" whose mailing address is 255 Pine Avenue North, Oldsmar, Florida 34677.

WITNESSETH:

WHEREAS, Declarant has heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Bahia Lakes recorded August 18, 2006, in O.R. Book 16846, Page 1401, of the Public Records of Hillsborough County, Florida ("Declaration"); and

WHEREAS, Article XII Section 12, of the Declaration provides a means by which additional lands may, from time to time, be made subject to the terms and provisions of the Declaration, and to the jurisdiction and authority of the Bahia Lakes Homeowners Association, Inc, a Florida corporation (the "Association") by the Declarant recording an amendment to the Declaration for such land; and

WHEREAS, Ryland is the owner of the additional lands described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of annexing the additional property described on Exhibit "A", defining the Common Areas and making other amendments to the Declaration; and

WHEREAS, Article XII, Section 7 permits the amendment of the Declaration by the Declarant where the Declarant deems it necessary provided such amendment does not destroy or substantially alter the general plan or scheme of the development; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.

2. The real property described on Exhibit "A" attached hereto shall be annexed and made subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time and subject to the jurisdiction and authority of the Association.

3. The Common Areas as defined on Exhibit "D" of the Declaration is amended to include those certain properties described on Exhibit "B" attached hereto and made a part hereof.

4. Exhibit "E" is hereby amended so as to change the color of PVC fences from "white" to "beige".

5. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

6. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, having caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Printed Name: KEITH R. GROVE

Printed Name: LORI P. KATZMAN

THE RYLAND GROUP, INC.,
a Maryland corporation

By:
Print Name: William G. Wright
As: Operational Vice President

STANDARD PACIFIC OF TAMPA, a Florida general partnership

By: STANDARD PACIFIC OF TAMPA GP, INC., a Delaware corporation, its Managing General Partner

By: _____
Printed Name: David Pelletz
Its: President

Deborah Hudrlik
Printed Name: Deborah Hudrlik

Diane Winn
Printed Name: Diane Winn

"DECLARANT"

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 8th day of August, 2007, by William G. Wright as Operational Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My commission expires:

LORI P. KATZMAN
MY COMMISSION # DD 320479
EXPIRES: June 22, 2008
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify that on this 7th day of August, 2007, before me, a Notary Public duly authorized in the sate and county named above to take acknowledgments, personally appeared David Pelletz, the person described as President of **Standard Pacific of Tampa GP, Inc.,** a Delaware corporation, in the foregoing instrument, and he acknowledged before me that he executed it in the name of and for that corporation as the Managing General Partner of **Standard Pacific of Tampa,** a Florida general partnership, and that he was duly authorized by that corporation and the partnership to do so, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Debora Lynn Hudrlik
Notary Public
Printed Name: DEBORA LYNN HUDRLIK
My commission expires

NOTARY PUBLIC STATE OF FLORIDA
Debora Lynn Hudrlik
Commission # DD458242
Expires November 9, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

#396208 v1 - RylandBahiaLakesFirstAmend

EXHIBIT "A"

Legal Description of Added Property

Bahia Lakes Phase 3 per plat thereof recorded in Plat Book 114, pages 87 of the Public Records of Hillsborough County, Florida.

Bahia Lakes Phase 4 per plat thereof recorded in Plat Book 114, pages 79 of the Public Records of Hillsborough County, Florida.

EXHIBIT "B"

Common Area Lands Added to Exhibit "D" of the Declaration

Tract 3-O, of Bahia Lakes Phase 3 per plat thereof recorded in Plat Book 114, pages 87 of the Public Records of Hillsborough County, Florida.

Tract 4-F, of Bahia Lakes Phase 4 per plat thereof recorded in Plat Book 114, pages 79 of the Public Records of Hillsborough County, Florida.

INSTR # 2006400613
O BK 16846 PG 1401
Pgs 1401 - 1474; (74pgs)
RECORDED 08/18/2006 08:59:33 AM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

This instrument prepared by
and to be returned to:
Roger A. Larson, Esq.
Johnson, Pope, Bokor, Ruppel & Burns, LLP
P.O. Box 1368
Clearwater, Florida 33757-1368

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES

THIS DECLARATION, made on the date hereinafter set forth by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Ryland" and STANDARD PACIFIC OF TAMPA, a Florida general partnership, hereinafter referred to as "Standard", Ryland and Standard hereinafter collectively referred to as "Declarant", whose mailing address is: 255 Pine Avenue North, Oldsmar, Florida 34677.

WITNESSETH:

WHEREAS, Ryland is the owner of certain real property in Hillsborough County, Florida, more particularly described on **Exhibit "A"** as the "Ryland Property", attached hereto and incorporated herein by reference; and

WHEREAS, Standard is the owner of certain real property in Hillsborough County, Florida, more particularly described on **Exhibit "A"** as the "Standard Property", attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "BAHIA LAKES" on the **Exhibit "A"** land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in **Exhibit "A"** to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida, as a not-for-profit corporation, BAHIA LAKES HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which Association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant, hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following

covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns.

Section 2. "Articles" shall mean the Articles of Incorporation of the BAHIA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

Section 3. "Association" shall mean BAHIA LAKES HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation and shall operate and manage the subdivision on behalf of the Owners.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

Section 6. "CDD" shall mean the Bahia Lakes Community Development District, a community development district created pursuant to F.S. Chapter 190, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within or outside the Properties.

Section 7. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association, or the CDD for the common use and enjoyment of the Owners. The Common Areas are described on **Exhibit "D"** attached hereto and incorporated herein by reference and are to be owned by the Association or the CDD, the conveyance of which shall occur at the time of conveyance of the first lot.

Section 8. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area.

Section 9. "Declarant" shall mean and refer to THE RYLAND GROUP, INC., a Maryland corporation, its successors and assigns and STANDARD PACIFIC OF TAMPA, a Florida General Partnership. It shall not include any person or party who purchases a Lot from Ryland and/or Standard, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by Ryland and Standard, as Declarant hereunder with regard thereto.

Section 10. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAHIA LAKES and any amendments or modifications thereof hereafter made from time to time.

Section 11. "Dwelling" shall mean and refer to each and every single-family residential unit constructed on any lot.

Section 12. "Developer" shall mean and refer to THE RYLAND GROUP, INC., a Maryland corporation and STANDARD PACIFIC OF TAMPA, a Florida General Partnership, its successors and assigns.

Section 13. "FHA" shall mean and refer to the Federal Housing Administration.

Section 14. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 15. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 16. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 17. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 18. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 19. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 20. "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 21. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 22. "Master Plan" shall mean and refer to the Master Development Plan for BAHIA LAKES on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time.

Section 23. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

Section 24. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Dwellings, streets and roads, and land owned by the Association or the CDD or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

Section 25. "Plat" shall mean and refer to the plat of Bahia Lakes Phase 1 recorded in Plat Book 109, at Page 190 and Bahia Lakes Phase 2 recorded in Plat Book 109 at Page 203 of Public Records of Hillsborough County, Florida, and such additions to the Plat by the platting of additional phases from time to time. This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration.

Section 26. "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration.

Section 27. "Surface Water Management System Facilities ("SWMS")" shall mean to include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

Section 28. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association and the CDD. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, which may be located within the Properties and declared or conveyed to the Association including irrigation servicing such Common Areas that are the responsibility of the Association or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration. The Association shall be obligated to maintain the decorative entranceways to the Properties, if any, including, but not limited to, the sidewalks, where the Lot Owner fails to do so, irrigation within the Common Areas, lighting, landscaping, signage, gates, curbing, roadways, berms, and streets within the Properties; to maintain and repair the interior and exterior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas if required, streets within the Properties, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration. The CDD will be responsible for the maintenance, repair and replacement of all property which is owned by, dedicated to, or controlled by the CDD including but not limited to the SWMS, Conservation tracts and conservation easements and such other facilities and improvements that are owned by, dedicated to or controlled by the CDD. The CDD may contract for such maintenance, or allow the Association, as its agent, to perform such maintenance at the Association's expense.

Section 2 Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article XII, Section 12 of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas.

ARTICLE III – EASEMENTS

Section 1. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area, Lots, or any of the Properties for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties and do not interfere with the dwellings thereon. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land, which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes, which the Declarant shall direct or request from time to time. The Declarant also hereby reserves for itself, the CDD, Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 2. Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

Section 3. Easement for Maintenance of Boundary Walls. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or the Lots or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of boundary wall maintenance, if any, under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. There are reserved and established reciprocal appurtenant easements between the lands adjacent to either side of a boundary wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 4. Easements Established and Reserved for Utilities and Drainage.

(a) There is hereby established and reserved perpetual easements for the installation and maintenance of utilities and drainage areas in favor of the Declarant, CDD, Association and Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, CDD, Association and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither, the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures, which obstruct the drainage flow shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. Any structures or improvements placed in the easements shall be at the risk of the Owner. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) The Declarant, for itself and its successors and assigns, the CDD and the Association hereby reserves an easement ten (10) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace such wall or fence and monuments in a neat and aesthetic condition.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) If ingress and egress to any dwelling is through the Common Area, any conveyance or encumbrance of the Common Area is subject to the Owner's easement for ingress, egress and utilities.

(i) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside parametrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 5. Easement for Marketing and Sale Homes. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under Properties to promote or otherwise facilitate the sale and/or leasing of Homes, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Properties for vehicular and pedestrian ingress and egress within the Properties. Declarant has the right to use all portions of the Properties in connection with its marketing and sales activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and using the Properties for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes owned by Declarant. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in herein. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

ARTICLE IV – SURFACE WATER MANAGEMENT SYSTEM, WETLAND AND WILD LIFE HABATAT

Section 1. Surface Water Management Systems ("SWMS"), Lakes and Wet Retention Ponds. The CDD, shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds in the Properties. All SWMS within the Properties which are accepted by or constructed by the CDD, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

(a) No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the

SWMS. To the extent there exists within the Properties a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District ("District"). Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(d) All SWMS and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the CDD or the Association. The CDD or the Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District, the Association and the Declarant, its successors and assigns.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. ASSOCIATION OR THE CDD ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

(f) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the CDD or the Association to compel it to correct any outstanding problems with the SWMS.

(g) Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of the District.

(h) If the CDD or the Association shall cease to exist, all Lot Owners, shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h.

(i) No owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer

areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District Regulation Department.

Section 2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the CDD's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by the District. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to the District for a determination of whether the amendment necessitates a modification of the surface water management permit. If the CDD ceases to exist, all the Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. The District shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

Section 3. Provision for Budget Expense. In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the CDD or Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

Section 4 Wetland Conservation Area. Some Lots may abut or contain Wetland Conservation Areas, which are protected under the Hillsborough County Land Development Code. The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by Hillsborough County. Unless authorized in writing by Hillsborough County, and unless specifically conforming to the Management Plan developed and adopted by Hillsborough County:

(a) No structures or construction of any kind may be erected.

(b) No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted.

(c) No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system.

(d) No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas.

Section 5 Significant Upland Wildlife Habitat Conservation Area. The Significant Upland Wildlife Habitat Conservation Area is protected by the Hillsborough County Land Development Code, as amended, and must be retained in a natural state. No filling, excavating, removal of vegetation or construction of permanent structures or other impervious surfaces shall occur within the Significant Upland Wildlife Habitat Conservation Area unless specifically conforming to a wildlife management plan as approved by Hillsborough County.

Section 6. Non-Liability for Fluctuation of Water Levels. Neither the Declarant, the Association, nor the CDD, nor any officer, director, employee or agent of such entities or persons shall have any liability for aesthetic conditions, damage to lateral plantings or direct or consequential damages of any nature or kind caused by the fluctuation of water levels.

Section 7. The SWMS facilities are located on land that is designated common property on the plat, and located on land that is owned by the CDD, or is located on land that is subject to an easement in favor of the CDD or the Association and its successors.

Section 8. Environmental Resource Permits and Hillsborough County Permits The permits affecting the Properties are attached to this Declaration and are hereby incorporated into the Declaration. The Properties are and shall hereafter be encumbered with the obligations, terms and conditions set forth in these permits.

(a) Southwest Florida Water Management District Environmental Resource General Construction Permit No. 43029118.000 – Project Name: Bahia Lakes.

ARTICLE V - PROPERTY RIGHTS OF OWNER

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

(a) The right of the CDD or Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the CDD or Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the CDD or Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular annual assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the CDD or Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the CDD or Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and,

(f) The right of the CDD or Association to otherwise deal with the Common Area as provided by its Articles.

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

Section 3. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

ARTICLE VI- MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities, who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When, any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, and it shall be

automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

(i) When 90% of the Lots are conveyed to Owners, other than Declarant; or

(ii) On December 31, 2014; or

(iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article XII hereof, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE VII -RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article I hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

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

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds. The Lot Owner shall be obligated to procure and maintain fire, windstorm and all hazard insurance on the dwelling and for the personal property of the Lot Owner and public liability insurance.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

Section 7. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars ($100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars ($1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

Section 8. Litigation. Notwithstanding the powers granted to the Association pursuant to Florida Statute Chapter 720. The Association may not initiate an action *de novo*, or by cross claim, or third party complaint, at law or in equity against the Declarant unless the members of the Association entitled to cast votes have approved such action by a vote of 75% of all of the voting membership in the Association, at a duly called meeting of the membership of the Association. This prohibition and/or limitation shall not be construed, however, to preclude the Association from responding to a counterclaim, crossclaim or third party complaint where the Association has been brought as a party in such litigation nor shall it be interpreted to preclude an action on behalf of the Association against a member, other than the Declarant, or occupant, other than the Declarant, to enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for

Common Expenses; and (2) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Additionally, there shall be a one time capital contribution fee which shall be paid by each Owner at the time of closing of title for the purchase of their Lot, and such payment shall be paid to the Association to fund its operations account. The Declarant, while in control of the Association shall use the funds paid to this account by each Owner to pay the operational cost of the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Prior to January 1 of each year immediately following the conveyance by the Declarant of the first Lot to an Owner, the Board shall establish the Maximum Annual Common Expenses Assessment for Common Expenses per Lot.

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the Maximum Annual Assessment for Common Expenses as stated above shall increase each year by fifteen percent (15%) above the Maximum Annual Assessment for the previous year. Notwithstanding the foregoing, the Board shall have the authority to adopt an annual assessment which is less than the Maximum Annual Assessment.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(b) above by a vote of two-thirds (2/3) of each class of Voting Members at a meeting duly called for this purpose.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty (30%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast twenty (20%) percent of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. Each of Ryland and Standard shall share in the deficiency in the same proportion as the number of Lots owned by each. That is to say the share shall be determined by a fraction, the numerator of which is the number of Lots owned by the respective Declarant and the denominator is the sum total number of Lots owned together by the Declarants. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the date of closing. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VIII shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization, except for Lots.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first lot from the Declarant to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law and shall incur a late penalty in the amount of twenty-five dollars ($25.00). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VIII. Mortgagees are not required to collect assessments.

Section 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner shall fail to perform any maintenance, repair or replacement, or fails to obtain proper permission and approval from the Design Review Board required under the terms of this Declaration, or in the event any Owner shall install or construct an improvement, or shall change the exterior appearance of any improvement that is inconsistent with Design Review Board approval or without first seeking and securing permission to do so from the Design Review Board in accordance with Article XI herein, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may enter upon such Lot and have such work performed, or correct the violation, and the cost thereof, including attorneys fees incurred, with or without trial, shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VIII.

Section 15. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the

assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 16. Multi-Media Services. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television, internet service, high speed access, satellite dish providers or other services ("Multi-Media Services") for the provision of Multi-Media Services to the community and all Dwellings included therein. If such agreement is established, the fees for the Multi-Media Services payable to the multi-media service provider shall be a common expense payable by the Owner to Neighborhood Association, or Master Association as the case may be, and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize any one or all of the Multi-Media Services.

Section 17. Services Assessment. In addition to the Annual Maintenance Assessment, each Lot shall be subject to a services assessment ("Services Assessment") that will include such other bulk or other service arrangements, other than Multi-Media Services, entered into by the Declarant, the Neighborhood Association or the Master Association. If such agreement is established, the fees for the bulk or service arrangements payable to the service provider shall be a common expense payable by the Owner to Neighborhood Association, or Master Association as the case may be, and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize any one or all of the services.

Section 18. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 19. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

ARTICLE IX - FNMA APPROVAL

Section 1. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

ARTICLE X - USE RESTRICTIONS

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family Dwelling may be constructed on any Lot, except that more than one Lot may be used for one Dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No residence or structures, of any kind, shall be erected nearer than permitted by the setback lines shown on the Plat. Above ground swimming pools are prohibited.

Section 3. Dwelling. No Dwelling shall have a floor square foot area of less than twelve hundred sixty (1260) square feet, exclusive of screened area, open porches, terraces, patios and garages. All Dwellings shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All Dwellings shall have at least a two (2) car garage attached to and made part of the Dwelling. No Dwelling shall exceed two and one-half (2 1/2) stories nor forty-five (45) feet in height. All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns. Each Dwelling shall have a shrubbery planting in front of the Dwelling.

Section 4. Lot Owner's Responsibility for Boundary Walls. Lot Owners other than Declarant shall not alter or modify any boundary wall installed by the Developer, including, without limitation, the color of such boundary wall. The responsibility for maintenance, repair or painting of the interior and exterior of a wall pursuant to this Article shall not be the responsibility of the Lot Owner, but shall be the responsibility of the CDD or Association, as the case may be, and shall be a Common Expense. The CDD and/or the Association shall have a right of entry upon an Owner's Lot for such purpose shall not constitute a trespass.

Section 5. Use of Accessory Structures. Other than the Dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with its operations. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2014, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of three (3) animals may be kept on any Lot. Each dog or cat must be on a leash and in full physical control by the Owner or Owner's family member at all times when the dog or cat is outside of the Owner's Lot. All excretions shall be immediately removed from the Property by the owner or caretaker of the pet, placed in a sealed container and placed in the Owner's solid waste container.

Section 8. Fences, Walls and Hedges. Construction or planting of any fence, wall or hedge must be approved by the Design Review Board in accordance with Article XI of this Declaration. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated as "areas where fences are prohibited" in **Exhibit "E"**; provided, further, that no perimeter fences, walls or hedges along property lines shall be allowed, and that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in Subsection 4 (c) of Article III. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, such fence, wall or hedge shall be constructed consistent with **Exhibit "E"**. Exhibit "E" shall be construed in conjunction with the restrictions shown on the Plat and the ordinances of the applicable governmental authority. To the extent the restrictions of the Plat or the ordinances of the applicable governmental authority are more restrictive the restrictions of the Plat and the ordinances of the applicable governmental authority shall prevail. The provisions and restrictions of Exhibit E are illustrative in nature and are intended to depict a general scheme of fencing specifications, which the Design Review Board may amend at anytime. The Design Review Board may grant variances to the fencing requirements where lot configuration and size, and the placement of dwellings conflict with the fencing requirements.

Section 9. Vehicles. The parking or storage of automobiles except in designated areas of the Properties is prohibited without express prior written permission of the Association. Vehicles are to be parked in the garage. In the event all vehicles cannot be parked in the garage, then such vehicles(s) must be parked in the driveway of the Lot. The overnight parking of vehicles of any kind in the Common Area is prohibited except in areas designated as parking areas by the Association; provided, however the overnight parking of any of the following vehicles is prohibited upon any areas of the Properties: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton unless parked fully within a closed garage. The provisions hereof shall not apply to Declarant or Developer, and their invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

No inoperable vehicle may be parked on the Common Area, or on the Property, including, without limitation, designated parking areas. The Board may appoint a committee of a minimum of two (2) Members to police the Common Area and the property. The committee shall make inquiries to attempt to determine the ownership of any inoperable vehicle, and present a written report to the Board. The Board, in its sole discretion, shall determine if a vehicle is inoperable in the event one of the following conditions occur: (i) the vehicle does not have a current license tag from the Florida Department of Motor Vehicles or the proper licensing authority of one of the other United States or a foreign country; or (ii) the vehicle has not been moved for a period of at least seven (7) days. In the event the Board determines a vehicle is inoperable, and it has been able to determine ownership of the vehicle, the Board shall deliver a notice to such owner giving the owner seven (7) days to register the vehicle with the proper licensing authority or to remove the vehicle from the Common Area and the Property. In the event the Board is unable to determine the ownership of the vehicle, it shall place such notice on the windshield of such vehicle. In the event the owner of the inoperable vehicle fails to correct the situation within such 7 day period, the Board may have such vehicle towed away. The cost of towing, storage, any impound fees, and all costs and expenses incurred by the Association in connection with such vehicle shall be the sole cost of the owner of the vehicle. All sums so incurred by the Association, together with interest and all costs and expenses of collection, shall be secured by a continuing lien on such Owner's Lot in favor of the Association.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard line and, in the cases of Lots bordering a Side Street, to that portion of the aforedescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Roof Structures. No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

Section 13. Street Lighting. In accordance with Article I, Section 7 and Article II, Section 1, hereof, the cost of street lighting shall be a common expense of the Master Association, unless the street lighting is through a street lighting district or some other alternative method.

Section 14. Lot and Dwelling Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, be obligated to have the grass regularly cut and irrigated, trees maintained, including any street trees and the sidewalk, and all trash and debris removed. This obligation shall include the right of way or tract area lying between the Owner's Lot line and the pavement of the street. The Owner of each Lot shall maintain the Dwelling located thereon in good repair, including, but not limited to the exterior paint and appearance of the Dwelling. No Owner may change the original color of the exterior of his Dwelling without the prior written consent of the Design Review Board. If an Owner of a Lot fails, in the Board's sole discretion, to maintain their Lot or Dwelling, or the right of way or tract area as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot, Dwelling or right of way or tract area and said Owners shall reimburse Association for actual costs incurred therewith.

Section 15. Window Treatments. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Dwelling.

Section 16. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the Committee. Any such request submitted to the Committee shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twelve (12) inches in width and twelve (12) inches in height, to be placed in the front yard within three feet of a free standing mail box, or if no mail box exists then between four and ten feet inside the front lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. The sign shall have a blue background with white letters. In no event shall more than one (1) sign ever be placed on any Lot in any place.

Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

Section 17. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(a) With the express written consent of the Association.

(b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(d) It is the express intention of this Section 17 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 18. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 19. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 20. Flags and Flagpoles. Other than the Declarant an Owner may display only one removable and portable United States flag on the Owner's Dwelling, provided the flag is displayed in a respectful way and may be subject to reasonable standards for size, placement, and safety, as adopted by the Association, consistent with Title 36 U.S.C. chapter 10 and any local ordinances.

Section 21. Above Ground Tanks. The placement or maintaining on a Lot of any and all kinds of above ground fuel tanks are strictly prohibited. This prohibition shall include, but not be limited to, fuel tanks of gas, kerosene, diesel fuel, propane or similar fuels, but shall exclude small attachable tanks for gas grills. In ground tanks may be installed on a Lot provided the tank is permitted by local, state or federal regulations and is installed and maintained in accordance with such regulations. A permit for such in ground tank must be received from the Committee. The Committee may establish rules and regulations for the installation and maintenance of in ground tanks.

Section 22. Prohibited Species. There shall be prohibited the planting, maintaining or importation to or on any of the Properties any of the named species set forth and described on Exhibit "F" attached hereto and incorporated herein by reference. The Association is granted an easement to enter

upon any of the Properties or any Lot for the purpose of inspecting for such species and for the removal of such species. In the event any of such species are discovered on any Lot the Owner shall be given written notice by the Association to remove such species within twenty (20) days of receipt of such notice. In the event the Owner fails to remove such species from the Properties within in such time period the Association shall have the absolute right to enter upon the Lot and remove such species and charge the Owner for the cost of removal and disposal of such species. The charge shall constitute a special assessment against the Owner and the Lot in accordance with Article VIII Section 1 (2) herein.

Section 23. Gutters and Downspouts. The Dwellings constructed on Lots 283 through 302, inclusive, must have gutters and downspouts installed in a configuration that will direct all of the water from the roof of the Dwelling to the front of the Lot so as to drain to the street. The owner of the Dwelling shall be responsible to repair, replacement and maintenance of the gutters and downspouts and to maintain them in an operable condition at all times. In the event any part of the gutter or downspout system on the Dwelling shall fall into disrepair, the Association shall give written notice to the Lot Owner by certified mail return receipt requested or by placement of such notice on the front door of the Dwelling, to make such repairs or replacements, as the case may be, to the gutter and downspout system. In the event of a failure of the Lot Owner to make such repairs or replacements within ninety (90) days following the delivery of such notice then the Association shall have the absolute right to enter upon the Lot and the Dwelling and make such repairs or replacement to the gutter and downspout system as is necessary and to charge the Lot Owner for such costs. The costs shall represent a lien on the Lot and if not paid shall collectable and the lien shall be enforceable in the same manner as provided herein for the collection of Assessments as allowed in Article VIII herein. The Association, its employees, agents and contractors are hereby granted a temporary easement to enter upon the Lot and the Dwelling to make such repairs or replacements in accordance with this section.

Section 24. Children's Activity Improvements. Playground equipment may be erected with the written approval of the Committee prior to installation. Such equipment may be installed in the rear yard of a home, as long as the equipment is located within a fenced-in rear yard pursuant to Exhibit "E" attached hereto. "Children's Activity Improvements" shall be considered any structure erected or placed on a Lot which is designed for childrens play and enjoyment, such as swing sets, jungle jims, tree houses, basketball hoops, portable or otherwise, or the like.

ARTICLE XI - ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Design Review Board shall consist of three (3) members. The initial members of the Design Review Board shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Design Review Board shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Design Review Board.

Section 2. Purpose and Function of Design Review Board. The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within BAHIA LAKES a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within BAHIA LAKES. Neither the Declarant nor the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual, if any, for BAHIA LAKES or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, mailboxes, landscaping, planting, irrigation, landscape device or object, or other Improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other Improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other Improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the BAHIA LAKES community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for BAHIA LAKES.

Section 5. Design Standards and Design Review Manual for BAHIA LAKES. The Design Review Board may develop, adopt, promulgate, publish and make available to all Owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Design Review Board as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the Design Review Board. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Design Review Board shall, in its discretion, determine. Such Design Review Manual, if created by the Design Review Board shall be used by the Design Review Board and other affected persons only as a guide and shall not be binding upon the Design Review Board in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

Section 6. Procedure for Design Review. The Design Review Board may develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the Design Review Manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Design Review Board, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Review

Manual adopted by the Design Review Board pursuant to this Declaration. The initial Design Review Fee shall be Twenty Five Dollars ($25.00). However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

Section 7. Time Limitation on Review. The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within sixty (60) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board. The failure of the Design Review Board to either approve or disapprove the same within such sixty (60) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Design Review Manual.

Section 8. Duration of Approval. Any approval of plans, specifications and other materials, whether by the Design Review Board or by the Declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Design Review Board on resubmission in any respect.

Section 9. Inspection of Construction. Any member of the Design Review Board or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other Improvement located thereon, in order to inspect any building, structure or other Improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other Improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design Review Board.

Section 10. Evidence of Compliance. Upon a request therefore from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other Improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such Lot and the Improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other Improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Design Review Board, the Design Review Board shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

Section 11. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other Improvement constructed on Properties or Common Area after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement.

Section 12. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 13. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the Design Review Board and any and all officers, directors, employees, agents and members of the

Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Design Review Board, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the Design Review Board, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

ARTICLE XII - GENERAL PLAN OF DEVELOPER

Section 1. General Plan of Development. The Declarant has on file with the Developer at its business office, presently located at 255 Pine Avenue North, Oldsmar, Florida 34677, a copy of the general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public

Records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 4. Enforcement. The Association, the Declarant and any Owner, shall each 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 or as may be expressly authorized by deed restrictions as described in Section 2 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 6. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida by:

(a) An instrument signed by the Declarant, as provided in Section 7 of this Article; or

(b) A vote of two-thirds (2/3) of the Voting Members, at a meeting called for such purpose; or

(c) An instrument signed by the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section; or

(d) An instrument signed by two-thirds (2/3) of the Voting Members approving such amendment.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. No amendment to Article VII Section 8 shall be valid unless approved by seventy-five (75%) percent of the membership.

Section 7. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, so long as Declarant owns a Lot within the Properties, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Hillsborough County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 8. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 9. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 10. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 11. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 12. Annexation.

(a) Additions to Properties and General Plan

(1) Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in this Section 12 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of reach class of members of the Association present in person or by proxy at a meeting of members called for such purpose.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b (1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c (4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached **Exhibit "A."**

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots thereof as is provided by this Declaration.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

Section 13. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the General Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

ARTICLE XIII – COMMUNITY DEVELOPMENT DISTRICT

Section 1. Community Development District. The Developer intends to submit these lands to the obligations of a Community Development District in accordance with Chapter 190 Florida Statutes. In addition the Developer hereby reserves the right to add additional properties abutting the BAHIA LAKES Property to the Community Development District. This reservation in the Developer shall not create an obligation to commit the Property or any additional properties to the Community Development District. The CDD will provide certain urban community development services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such services. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities permitted by Florida law. The CDD will impose assessments on the Lots within BAHIA LAKES in accordance with applicable law. These assessments will pay for the construction, operation and/or maintenance costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These assessments are in addition to county and all other taxes and assessments provided for by law. The CDD shall also have the power to levy ad valorem taxes as provided by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill of the Owner, in which case they shall be payable directly to the Hillsborough County Tax Collector, or they will appear on a separate bill issued to each Owner by the CDD. All taxes of the CDD shall constitute a lien upon those portions of BAHIA LAKES owned by any Owner. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

Section 2. Obligations for Maintenance. In the event the public common areas and the wearing surface of the roadways of BAHIA LAKES are not committed to a Community Development District, the maintenance, repair, replacement, management and operation of such amenities shall be the responsibility of the Association to the extent that they are not dedicated to a public authority. The obligation of the Association may include, but not necessarily be limited to, roads, surface water management system, gates, guard stations, drainage and retention ponds, boulevards, and other similar amenities used in common by the Owners of BAHIA LAKES

Section 3. Transfer of Obligations. The Declarant or Association may transfer its right, duties, powers and obligations hereunder to the CDD by an Assignment filed among the public records of Hillsborough County, Florida, amending this Declaration. Likewise the Declarant or the Association may transfer its right, duties, powers and obligations hereunder to the Association. Upon the execution and filing of such Assignment wherein such rights, duties, powers and obligations are assigned to the CDD, or to the Association, and the same are assumed by the CDD, or the Association, then this Declaration shall be automatically amended to insert where ever such rights, duties, powers and obligations are granted to the Declarant or Association herein, the same shall be the rights, duties, powers and obligations of the CDD, or the Association, as the case may be.

Section 4. Required Disclosure. Each contract for the initial sale of a Lot and/or home within the Property shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract:

THE BAHIA LAKES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES, OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS AND ALL TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Section 5. Assessments. The Association and each Owner of a Lot covenant and agree, for themselves and their respective successors and assigns, to pay any and all community development assessments, fees, charges and taxes which may be imposed by the CDD upon such property to fund all or

part of the cost of the acquisition, construction, operation and maintenance of community improvements and facilities, debt service thereof, and any other cost incurred by the CDD, and further agrees to abide by all of the CDD's rules and regulations, as they may be amended from time to time.

ARTICLE XIV – WAIVER OF JURY TRIAL

In the event there is a dispute concerning the rights, obligations or remedies of an Owner or Declarant under this Declaration, such matter will be submitted to a court of competent jurisdiction. DECLARANT AND ALL OWNERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WTH RESPECT TO ANY DISPUTE CONCERNING THE RIGHTS, OBLIGATIONS OR REMEDIES OF DECLARANT OR ANY OWNER UNDER THE DECLARATION OR ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS-CLAIMS OR THIRD-PARTY CLAIMS) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. DECLARANT HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF DECLARANT NOR DECLARANT'S COUNSEL HAS REPRESENTED, EXPRESSLY OR IMPLICITYLY, THAT DECALRANT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THE FORGOING WAIVER.

ARTICLE XV – LAKES, STREAMS AND WATERBODIES

Section 1. Water Levels. By acceptance of a deed to a home or Lot, each Owner acknowledges that the water levels of all waterbodies may vary. There is no guarantee by Declarant, Neighborhood Association or Master Association that water levels will be constant or aesthetically pleasing at any particular time.

Section 2. Wildlife. By acceptance of a deed, each Owner acknowledges that the Common Areas may contain wildlife such as alligators, fish, raccoons, deer, fowl, and foxes. Declarant, Neighborhood Association and Master Association shall have no responsibility for monitoring such wildlife or notifying Owners and other persons of the presence of such wildlife. Each Owner and his or her guests and invitees are responsible for their own safety.

Section 3. Owner's Obligation to Indemnify and Release of Neighborhood Association and Master Association. Each Owner agrees to indemnify and hold harmless Declarant, Neighborhood Association and Master Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of waterbodies within the Waters Edge Community by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, Neighborhood Association or Master Association, or of any of the Indemnified Parties. Should any Owner bring suit against Declarant, Neighborhood Association and Master Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

Notwithstanding anything to the contrary in the Declaration of Covenants, Conditions and Restrictions, Articles, Bylaws or any exhibits thereto or any other document affecting the Properties ("Community Documents"), neither the Neighborhood Association or the Master Association shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of Properties including, without limitation, residents and their families,

guests, lessees, licensees, invitees, agents, servants, contractors, and/or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

a. It is the express intent of the Community Documents that the various provisions thereof which are enforceable by Neighborhood Association or Master Association and which govern or regulate the uses of Properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Water's Edge community and the value thereof.

b. Neither the Neighborhood Association nor the Master Association is empowered, or has been created, to act as an agency which enforces or ensures the compliance with the laws of the State of Florida and/or Hillsborough County or prevents tortuous activities.

c. The provisions of the Community Documents setting forth the uses of assessments which relate to health, safety, and welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of Neighborhood Association or the Master Association to protect or further the health, safety, or welfare of any persons(s), even if assessment funds are chosen to be used for any such reason.

d. Each Owner (by virtue of their acceptance of title to a home) and each other person having an interest in or lien upon, or making a use of, any portion of the Properties (by virtue of accepting such interest or lien or making such use) shall be bound by this section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against Neighborhood Association or Master Association arising from or connected with any matter for which the liability of the Neighborhood Association or Master Association has been disclaimed in this section or otherwise. As used in this section, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies, subcontractors, successors and assigns).

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 31st day of July, 2006.

Signed, sealed and delivered
in the presence of:

Printed Name: _____

Printed Name: LORI P. KATZMAN

THE RYLAND GROUP, INC.
a Maryland corporation

By: _____

Printed Name: William G. Wright
Its: Operational Vice President

STANDARD PACIFIC OF TAMPA, a
Florida general partnership

By: STANDARD PACIFIC OF TAMPA GP, INC.
a Delaware corporation, its Managing General Partner

Debora J. Hudrlik
Printed Name: Debora L Hudrlik

By: _____
Printed Name: David Pelletz
Its: President

Denise Acevedo
Printed Name: Denise Acevedo

"DECLARANT"

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 31st day of July, 2006, by William G. Wright, Operational Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the company, who [X] is personally known to me or who [ ] has produced a drivers license as identification.

LORI P. KATZMAN
MY COMMISSION # DD 320479
EXPIRES: June 22, 2008
Bonded Thru Budget Notary Services

Notary Public
Printed Name: _____
My commission expires:

STATE OF FLORIDA)

COUNTY OF)

The foregoing instrument was acknowledged before me this 3rd day of August, 2006, by DAVID PELLETZ, as President of STANDARD PACIFIC OF TAMPA GP, INC., a Delaware corporation, the Managing General Partner of STANDARD PACIFIC OF TAMPA, a Florida general partnership, on behalf of the partnership, who [X] is personally known to me or who [ ] has produced a drivers license as identification.

Debora Lynn Hudrlik
Notary Public
Printed Name: DEBORA LYNN HUDRLIK
My commission expires

Exhibit "A" - Legal Description
Exhibit "B" - Articles of Incorporation
Exhibit "C" - Bylaws
Exhibit "D" - Common Areas
Exhibit "E" – Fencing Specifications
Exhibit "F" – Prohibited Species
Exhibit "G" – Environmental Resource Permit

NOTARY PUBLIC STATE OF FLORIDA
Debora Lynn Hudrlik
Commission # DD458242
Expires November 9, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

#348110 v1 - RylandBahiaLakesHOADeclaration

EXHIBIT "A"

PHASE 1:

Being a replat of Lots 697, 698, 699, 736, 737, and 738, RUSKIN COLONY FARMS, SECOND EXTENSION, as recorded in Plat Book 6, pages 37 and 38 of the Public Records of Hillsborough County, Florida, together with a portion of Lots 691, 692, 693, 694, 695, 696, 700 AND 739, SAID RUSKIN COLONY FARMS, SECOND EXTENSION, together with vacated right-of-way, all lying within Section 6, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the West 1/4 corner of Section 6, Township 32 South, Range 19 East, Hillsborough County, Florida; thence S89°52'39"E, along the South line of the Northwest 1/4 of said Section 6 (being the basis of bearings for this legal description), for 1,360.40 feet; thence leaving said South line of the Northwest 1/4 of Section 6, N00°07'21"E, for 30.00 feet to the point of intersection with the North Right-of-Way line of 11th Avenue Northwest, according to Official Records Book 1967, page 725 of the Public Records of Hillsborough County, Florida, same being the POINT OF BEGINNING; thence leaving said North Right-of-Way line of 11th Avenue Northwest, N00°07'21"E, for 56.23 feet; thence N00°41'28"W, for 58.78 feet; thence N34°07'05"E, for 140.90 feet; thence N00°48'24"E, for 1,051.55 feet to the point of intersection with a line 20.00 North of and parallel with the North line of Lot 700, RUSKIN COLONY FARMS, SECOND EXTENSION, as recorded in Plat Book 6, pages 37 and 38 of the Public Records of Hillsborough County, Florida; thence N89°43'23"W, along said line 20.00 feet North of and parallel with the North line of Lot 700, for 96.51 feet to the point of intersection with a line 20.00 feet East of and parallel with the East line of Lot 736, said RUSKIN COLONY FARMS, SECOND EXTENSION; thence N00°40'08"E, along said line 20.00 feet East of and parallel with the East line of Lot 736, for 656.81 feet to the point of intersection with the Easterly Extension of the North line of said Lot 736; thence N89°38'43"W, along said Easterly Extension of the North line of Lot 736, and the North line of Lots 737, 738 and 739, said RUSKIN COLONY FARMS, SECOND EXTENSION, respectively, for 1,289.06 feet to the point of intersection with a line 45.00 feet East of and parallel with the West line of said Northwest 1/4 of Section 6; thence leaving said North line of Lot 739, S00°53'38"W, along said line 45.00 feet East of and parallel with the West line of the Northwest 1/4 of Section 6, same being a line 15.00 feet East of and parallel with the West line of Lots 739, 696 and 695, said RUSKIN COLONY FARMS, SECOND EXTENSION, respectively, for 1,945.73 feet to the point of intersection with the North Right-of-Way line of 11th Avenue Northwest, according to Official Records Book 1948, page 52 of the Public Records of Hillsborough County, Florida; thence S89°52'39"E, along said North Right-of-Way line of 11th Avenue Northwest, according to Official Records Book 1948, page 52 and said North Right-of-Way line of 11th Avenue Northwest, according to Official Records Book 1967, page 725, respectively, same being a line 30.00 feet North of and parallel with said South line of the Northwest 1/4 of Section 6, same also being a line 10.00 feet North of and parallel with the South line of Lots 695, 694, 693 and 692, and the Easterly extension of the South line of Lot 692, said RUSKIN COLONY FARMS, SECOND EXTENSION, respectively, for 1,314.99 feet to the POINT OF BEGINNING.

Containing 2,620,693 square feet or 60.163 acres, more or less.

PHASE 2:

Being a replat of Lots 686, 687, 688, 689, 690, 701, 702, and 703, RUSKIN COLONY FARMS, SECOND EXTENSION, as recorded in Plat Book 6, pages 37 and 38 of the Public Records of Hillsborough County, Florida, together with a portion of Lots 691, 700, 704, 705, 706, and 685, SAID RUSKIN COLONY FARMS, SECOND EXTENSION, together with vacated right-of-way, all lying within Section 6, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the West 1/4 corner of Section 6, Township 32 South, Range 19 East, Hillsborough County, Florida; thence S89°52'39"E, along the South line of the Northwest 1/4 of said Section 6 (being the basis of bearings for this legal description), for 1,360.40 feet; thence leaving said South line of the Northwest 1/4 of Section 6, N00°07'21"E, for 30.00 feet to the point of intersection with the North Right-of-Way line of 11th Avenue Northwest, according to Official Records Book 1967, page 725 of the Public Records of Hillsborough County, Florida, same being the POINT OF BEGINNING; thence leaving said North Right-of-Way line of 11th Avenue Northwest, N00°07'21"E, for 56.23 feet; thence N00°41'28"W, for 58.78 feet; thence N34°07'05"E, for 140.90 feet; thence N00°48'24"E, for 1,051.55 feet to the point of intersection with a line 20.00 North of and parallel with the North line of Lot 700, RUSKIN COLONY FARMS, SECOND EXTENSION, as recorded in Plat Book 6, pages 37 and 38 of the Public Records of Hillsborough County, Florida; thence S89°43'23"E, along a line 20.00 feet North of and parallel with the North line of Lots 700, 701, 702 and 703, said RUSKIN COLONY FARMS, SECOND EXTENSION, respectively, for 1,230.15 feet to the point of intersection with a line 20.00 feet West of and parallel with the West line of Lot 731, said RUSKIN COLONY FARMS, SECOND EXTENSION; thence S89°33'58"E, for 11.51 feet; thence S00°26'02"W, for 132.44 feet; thence N90°00'00"E, for 420.61 feet; thence S40°34'40"E, for 380.04 feet; thence S00°26'10"W, for 549.91 feet; thence S89°14'05"E, for 120.00 feet; thence N80°09'04"E, for 50.82 feet; thence S89°33'50"E, for 130.00 feet to the point of intersection with the East line of Lot 685, said RUSKIN COLONY FARMS, SECOND EXTENSION; thence S00°26'10"W, along said East line of Lot 685, for 328.11 feet to the point of intersection with the North Right-of-Way line of 11th Avenue Northwest, according to Official Records Book 1967, page 725 of the Public Records of Hillsborough County; thence leaving said East line of Lot 685, N89°14'05"W, along said North Right-of-Way line of 11th Avenue Northwest, same being a line 30.00 feet north of and parallel with the South line of the Northeast 1\4 of said Section 6, same also being a line 10.00 feet north of and parallel with the South line of Lots 685, 686 and 687, said RUSKIN COLONY FARMS, SECOND EXTENSION, respectively, for 981.68 feet; thence continue along said North Right-of-Way line of 11th Avenue Northwest, N89°52'39"W, along a line 30.00 feet North of and parallel with said South line of the Northwest 1/4 of Section 6, same being a line 10.00 North of and parallel with the South lines of Lots 688, 689, 690 and 691, said RUSKIN COLONY FARMS, SECOND EXTENSION, respectively, for 1,313.49 feet to the POINT OF BEGINNING.

Containing 2,442,767 square feet or 56.078 acres, more or less.

TOGETHER WITH:

A parcel of land being a portion of Lots 664, 665, 666 and 667, RUSKIN COLONY FARMS, SECOND EXTENSION, as recorded in Plat Book 6, pages 37 and 38 of the

Public Records of Hillsborough County, Florida, lying within Section 6, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the West 1/4 corner of Section 6, Township 32 South, Range 19 East, Hillsborough County, Florida; thence S89°52'39"E, along the South line of the Northwest 1/4 of said Section 6 (being the basis of bearings for this legal description), for 2673.72 feet to the Center of said Section 6; thence S89°14'05"E, along the North line of the Southeast 1/4 of said Section 6, for 20.00 feet to the point of intersection with the Northerly extension of the West line of Lot 664, RUSKIN COLONY FARMS, SECOND EXTENSION, as recorded in Plat Book 6, pages 37 and 38 of the Public Records of Hillsborough County, Florida; thence leaving said North line of the Southeast 1/4 of Section 6, S00°22'23"W, along said Northerly extension of the West line of Lot 664 and said West line of Lot 664, respectively, same being a line 20.00 feet East of and parallel with the West line of said Southeast 1/4 of Section 6, for 40.00 feet to the point of intersection with the South Right-of-Way line of 11th Avenue Northwest, according to Official Records Book 2024, page 968 of the Public Records of Hillsborough County, Florida, same being the POINT OF BEGINNING; thence S89°14'05"E, along said South Right-of-Way line of 11th Avenue Northwest, same being a line 40.00 feet South of and parallel with said North line of the Southeast 1/4 of Section 6, same also being a line 20.00 feet South of and parallel with the North line of Lots 664, 665 and 666, said RUSKIN COLONY FARMS, SECOND EXTENSION, respectively, for 955.42 feet; thence leaving said South Right-of-Way line of 11th Avenue Northwest, S05°30'58"W, for 18.06 feet; thence S00°45'55"W, for 120.00'; thence S06°36'42"E, for 50.42'; thence S00°24'17"W, for 332.34 feet; thence S59°47'59"E, for 11.52 feet; thence S00°24'17"W, for 87.33 feet; thence N89°12'54"W, for 660.03 feet; thence N58°16'51"W, for 118.97 feet; thence N50°29'08"W, for 50.35 feet; thence N56°19'27"W, for 201.23' to the point of intersection with the West line of said lot 664, same being the point of intersection with the East Right-of-Way line of 8th Street Northwest, according to said RUSKIN COLONY FARMS, SECOND EXTENSION; thence N00°22'23"E, along said West line of Lot 664, same being said East Right-of-Way line of 8th Street Northwest, same also being a line 20.00 feet East of and parallel with said West line of the Southeast 1/4 of Section 6, for 411.06 feet to the POINT OF BEGINNING.

Containing 557,124 square feet or 12.790 acres, more or less.

Combined area = 2,999,891 square feet or 68.868 acres, more or less.

#380134 v1 - RylandBahiaLegals

EXHIBIT "D"
COMMON AREA

Tracts 1-B, 1-E, 1-H and 1-I

EXHIBIT "E"
FENCING SPECIFICATIONS

Fences/Walls

In general, fences or walls are not encouraged within the community except where they are integrated with the design of the principle dwelling and enhance the overall character of the community. Hedges and/or clusters of trees and understory shrubs are preferred. Complete enclosure of rear yards by walls and/or fencing is also discouraged as the feeling of open space and the unity of surrounding area is an important part of reinforcing the natural character of the community. Where a proposed fence or wall is deemed by the Committee to be unnecessary or unsightly and detracting from the character of the community, a landscape screen in lieu of a fence or wall may be required.

Homeowners may be permitted to add fences and/or walls to a Dwelling to privatize their Lot. In such instances, special consideration shall be given to the design, location and specifications to ensure all elements are consistent with the architectural styling of the community. The materials, height and appearance of each type of fence and wall shall be established according to its location, purpose, durability and the desired visual effect, the goal being a consistent quality of placement, design and materials.

Except as installed by Declarant, the location, type and design of all proposed fences and/or walls shall be approved by the Committee prior to installation. Unless otherwise installed by Declarant, no chain link fences shall be allowed. No barbed wire or electrical strands shall be used as a fence or part of a fence. All fences and/or walls, where permitted, shall be of the same or complementary material and design as the dwelling.

Fences and/or walls, where permitted, shall be high enough to provide definition and privacy yet low enough to remain unobtrusive. Heights shall range from a minimum of three (3) feet to a maximum of six (6) feet. No fence or wall over six (6) feet in height shall be permitted except as may be installed by the Declarant.

Fences and/or walls in the front yard areas shall not be permitted except where such elements are integral with the architecture of the principal dwelling and, in the opinion of the Committee, enhance the character of the community. In such instances, the maximum height of such elements shall not exceed three and one-half (3-1/2) feet.

Fence and Wall Specifications.

The Committee has located and pre-established a community standard for three (3) fence types and a masonry wall that are the only acceptable standards for the Community. Attachment A, Approved Fence and Wall Types, illustrates the fence and wall specifications and should be viewed when reading this section.

The Committee's approval of any fence may be conditioned upon (without limitation) the installation and continued maintenance of hedges, and continuing maintenance provisions as to the fence and landscaping in addition to those set forth herein. The owner of the Lot on which the fence shall maintain all fences in good order, clean and in first-class condition. Should fences or the associated landscaping not be maintained as stated herein, or as required by a Committee approval, the Association may require the owner of the fence to remove it upon thirty (30) days written notice to do so. Any fence shall be constructed to connect to and with any existing fences on any neighboring Lot.

Nothing stated in this section shall be interpreted to mean that the Committee is required or obligated to approve a fence for or installation on any Lot, or that because a fence has been approved on a specific Lot, that it will be approved for installation on any other Lot.

Privacy Fences.

Privacy Fences shall not exceed six (6) feet and shall be made of polyvinyl chloride (PVC). Fences shall conform to all manufacturers' specifications. The approved fence styles shall be substantially similar to those illustrated in Attachment A. In the case of PVC fences, all fences shall be white. Gates shall be in the same style and color as the fence type.

Sideyard Fences.

Sideyard fences shall be a minimum of three (3) feet and shall not exceed four (4') feet in height. Amenity fences may be substituted for sideyard fences. Sideyard fences shall be made of PVC, or aluminum where an amenity fence is substituted. Fences shall conform to the manufacturer's specifications. The approved fence styles shall be substantially similar to those illustrated in Attachment A. In the case of PVC fences, all sideyard fences shall be white. Where amenity fences are substituted, aluminum fences shall be black or dark green as approved by Committee. Gates shall be in the same style and color as the fence type.

Amenity Fences

Amenity fences shall be a minimum of three (3) feet and shall not exceed four (4) feet in height and made of aluminum or polyvinyl chloride (PVC). Fences shall conform to the manufacturer's specifications. The approved fence styles shall be substantially similar to those illustrated in Attachment A. In the case of PVC fences, all amenity fences shall be white. Gates shall be in the same style and color as the fence type. Amenity fences shall be used on the lot lines of those Lots that abut a lake, conservation area, open space, stream, pond, or similar natural area ("Amenity Lot").

Masonry/Privacy Wall

Walls can be utilized as an architectural statement, serve as planters or simply provide screening and privacy. Masonry/privacy walls may not be higher than six (6) feet and shall be constructed of eight (8") inch concrete blocks and stuccoed. Paint color shall match the exterior base color of the Dwelling. Painted concrete block walls are prohibited. Walls may be constructed of pre-colored brick or stone. The brick or stone shall be compatible with accents on the Dwelling. The use of decorative tile or stucco banding is encouraged to offer interest and architectural flair to walls.

Fence and Wall Locations.

The placement of a fence or a wall on a Lot has a direct impact on adjoining Lots and on the streetscape. These section addresses both the location of the fence or wall on a Lot and, in addition, the type of fence that is mandated for certain Lots due to the impact of the fence or wall on adjacent Lots, amenities, or the streetscape. Attachments B through E, Typical Fencing Layouts, included herein, illustrate the placement of the fences on typical non-amenity Lots and a typical amenity Lots. These exhibits should be referenced while reading the text in this section.

Fence and Wall Locations on the Lot.

On a non-amenity interior Lot, privacy fencing is permitted. Fencing must be placed along the rear and side of the Lot lines. Side yard fencing may not extend closer than ten (10') feet from the front of the elevation of the Dwelling.

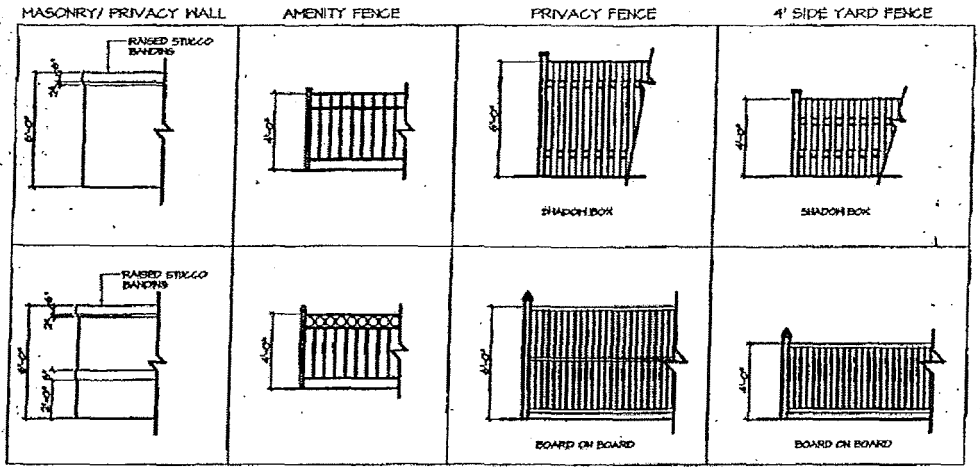
If a fence exists on an adjoining interior Lot, the new fence must attach to the existing fence regardless of its setback. When adjoining a fence to an existing fence on a corner Lot condition, special considerations shall apply. The Committee shall require a site plan showing the proposed fence location and the proposed attachment to the existing fence and the Committee shall make its decision on a case by case basis.

Placement of a fence on the street side of a non-amenity corner Lot shall require a fifteen (15') feet setback from the side property line, in addition to the ten (10') foot setback from the front of the Dwelling. Amenity fencing is required on the street side.

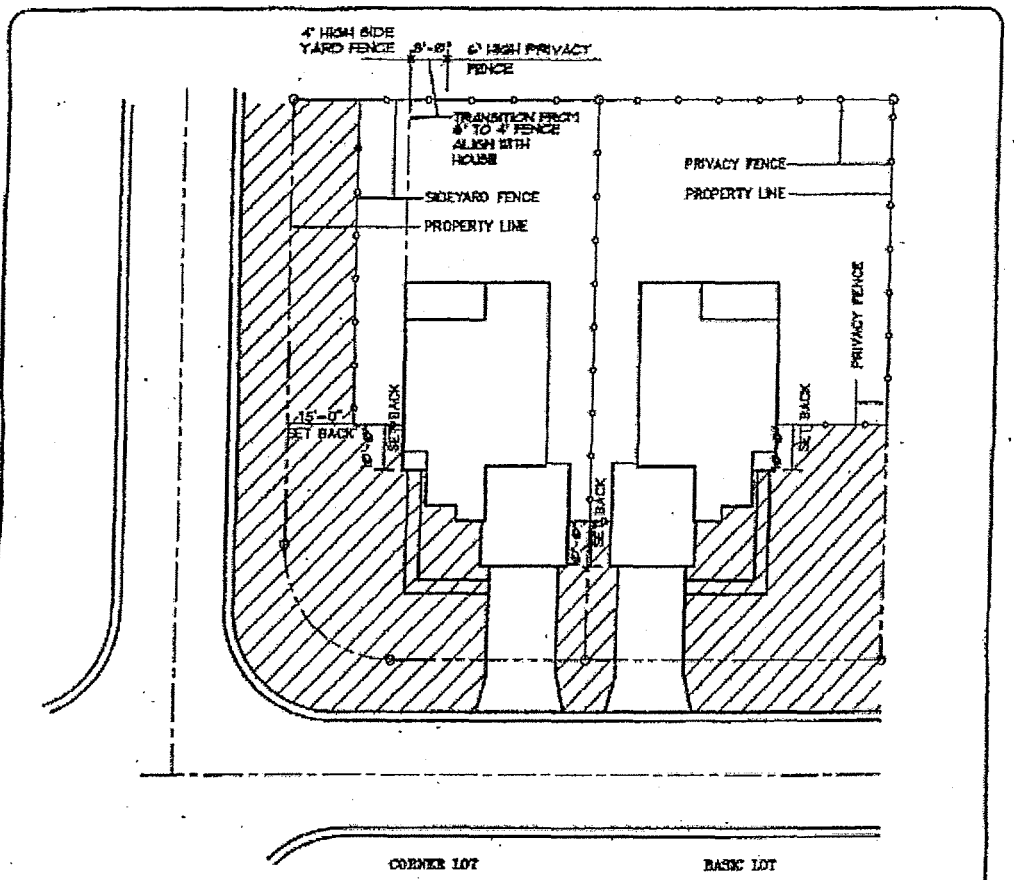
On an Amenity Lot, two (2) types of fences are permitted, Privacy Fencing and Amenity Fencing (see Fencing and Wall Specifications above). Privacy fencing must be placed along the side property line, no closer than ten (10') feet from the front of the Dwelling and must terminate on the same horizontal plane as the rear line of the Dwelling. Pool enclosures are not included in the measurement. At the point of termination of the privacy fence, a transitional section shall be placed and the remainder of the fence shall be the amenity specification, reference Attachment "F", Transition Detail. Corner Lots shall be required to utilize the amenity standard on the street side of the Lot, set back fifteen (15') feet from the property line in addition to the ten (10') feet setback from the front of the Dwelling.

The location and placement of walls shall be considered on a case by case basis and shall closely align with the requirements for the replacement of fences (above).

#288427 v1 - RylandFencingSpecifications(Premium)

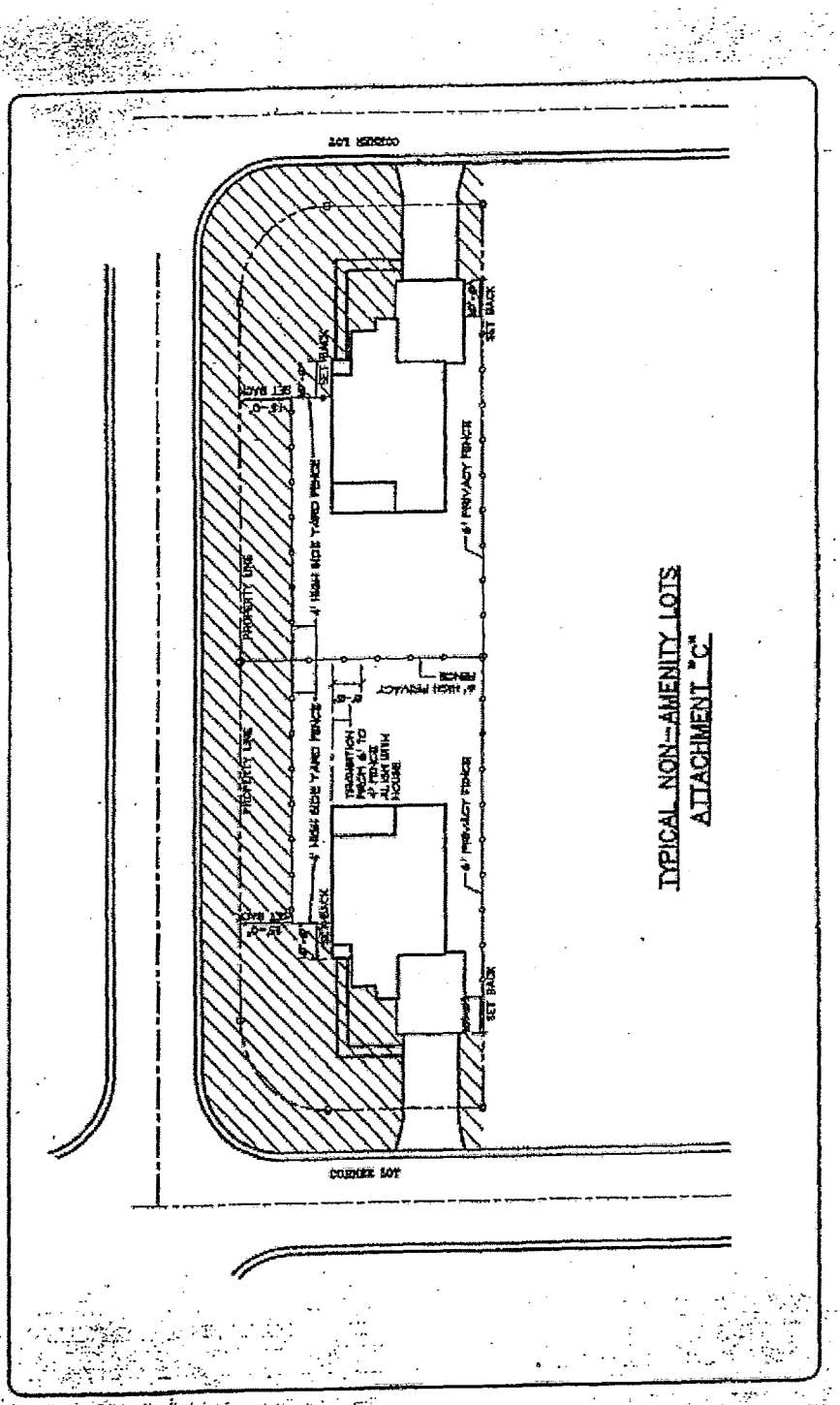


ATTACHMENT "A" (APPROVED FENCE/WALL TYPES)

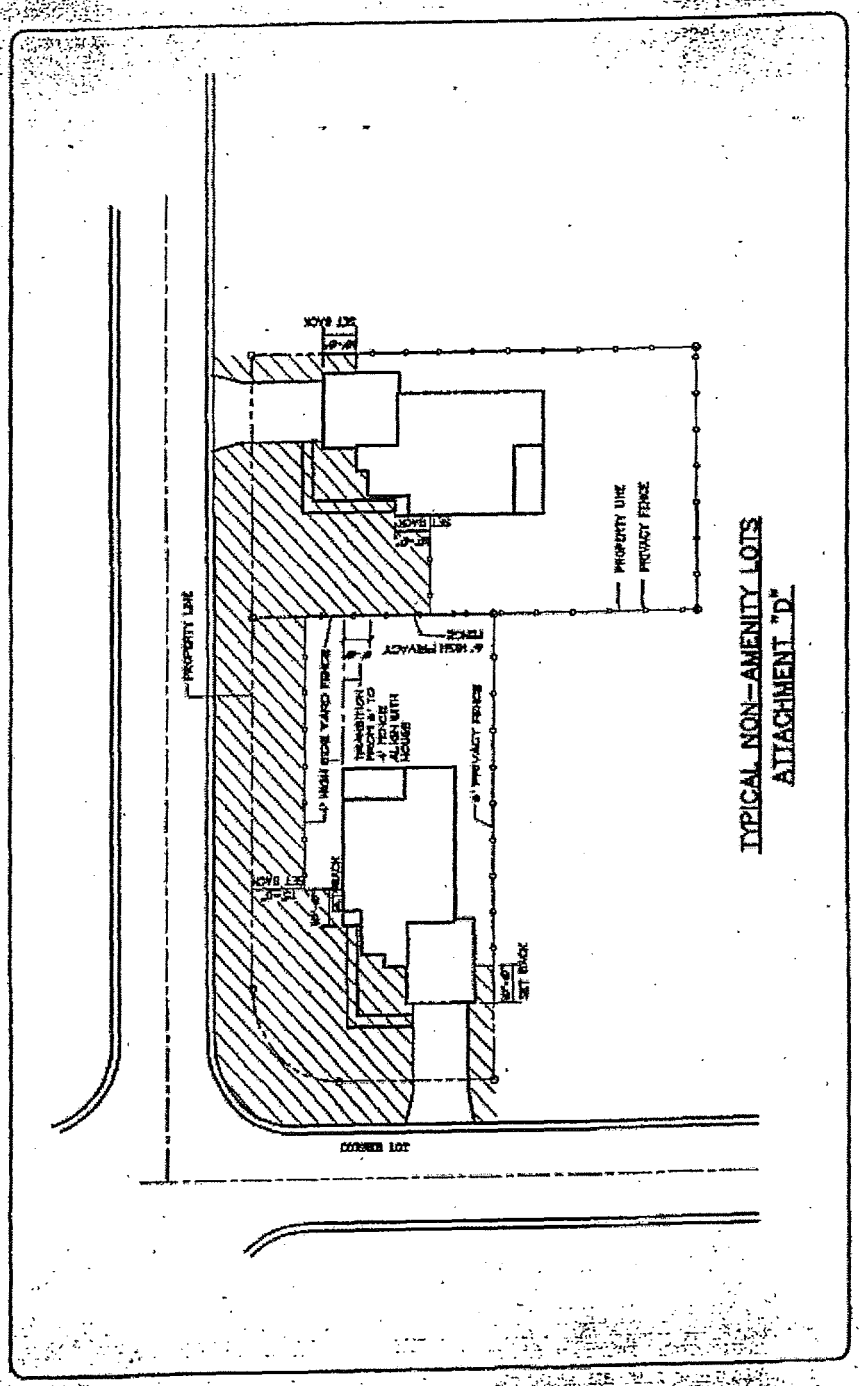


TYPICAL NON--AMENITY LOTS

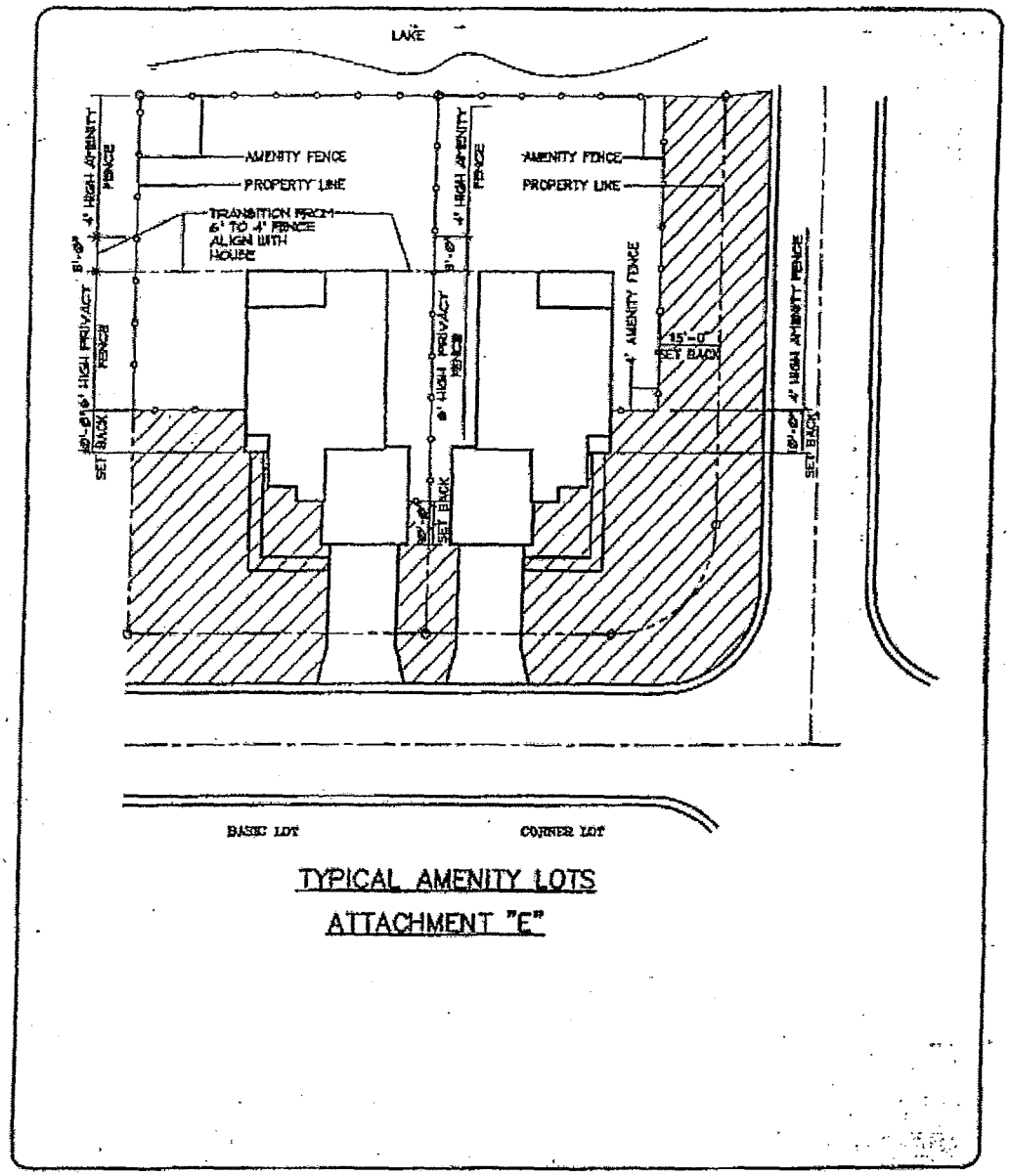
ATTACHMENT "B"



TYPICAL NON-AMENITY LOTS
ATTACHMENT "C"

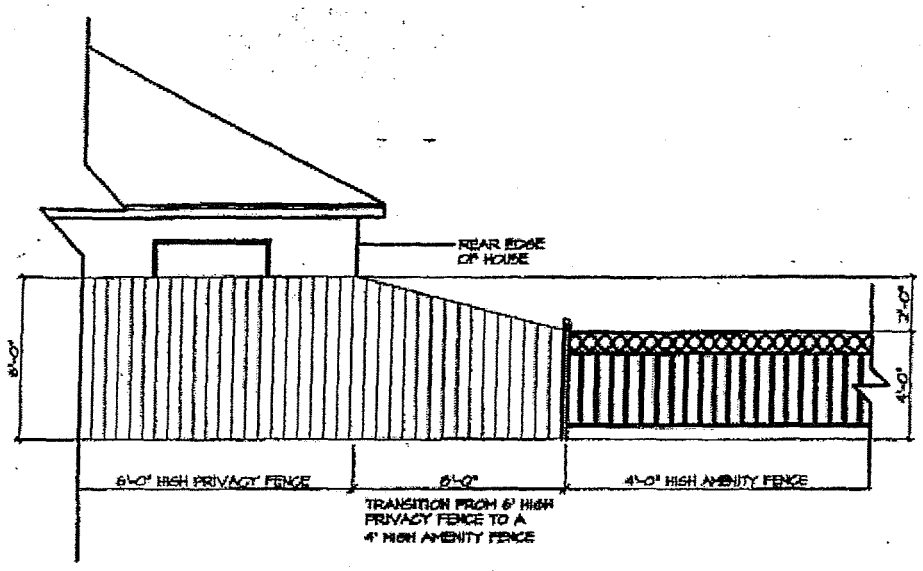


TYPICAL NON-AMENITY LOTS
ATTACHMENT "D"

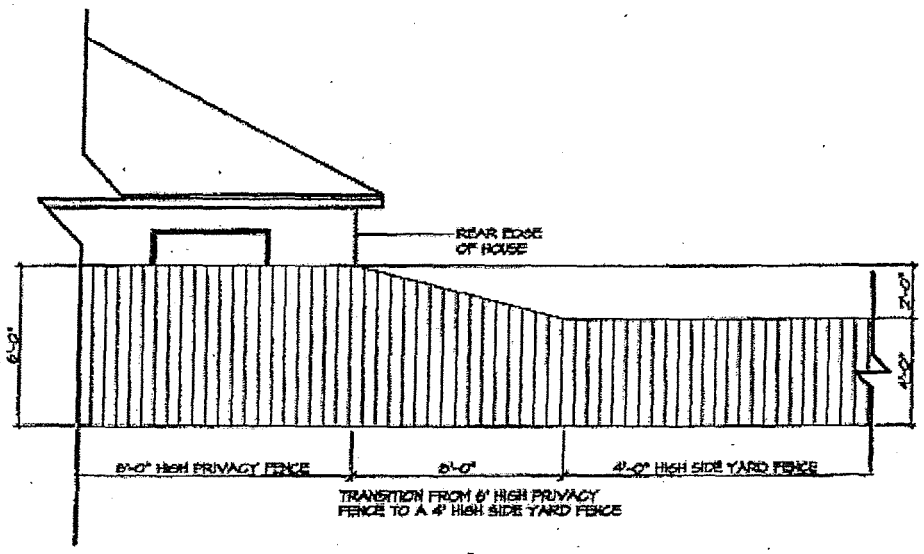


TYPICAL AMENITY LOTS

ATTACHMENT "E"



TRANSITION FROM 6' HIGH PRIVACY FENCE TO A 4' AMENITY FENCE



TRANSITION FROM 6' HIGH PRIVACY FENCE TO A 4' HIGH SIDE YARD FENCE

ATTACHMENT "F"

#308501

v1 - RylandPremiumFencingSpecs(Drawings)

EXHIBIT "F"

Prohibited Species

Abrus precatorius	rosary pea
Antigonon leptopus	coral vine
Ardisia crenata	scratchthroat, coral ardisia
Aristolochia littoralis	calico flower
Asparagus densiflorus (sprengeri)	asparagus fern, sprengeri fern
Callisia fragrans	inch plant
Broussonetia papyrifera	paper-mulberry
Casuarina cunninghamiana	basswood Australian-pine
Casuarina equisetifolia	Australian-pine
Casuarina glauca	suckering Australian-pine
Cestrum diurnum	day jasmine
Cinnamomum camphora	camphor tree
Colocasia esculenta	wild taro
Cupaniopsis anacardioides	carrotwood
Cyperus involucratus	umbrella plant
Cyperus prolifer	dwarf papyrus
Dalbergia sisso	Indian rosewood
Dioscorea alata	white yam, winged air potato
Dioscorea bulbifera	air potato
Eichhornia crassipes	water-hyacinth
Eugenia uniflora	surinam-cherry
Hydrilla verticillata	hydrilla
Imperata cylindrica	cogon grass
Ipomoea aquatica	water-spinach
Koelreuteria elegans	golden shower tree, golden rain tree
Leucaena leucocephala	lead-tree
Lantana camara	lantana
Ligustrum sinese	Chinese privet, sinenses
Limnophilia sessiliflora	Asian marshweed
Lonicera japonica	Japanese honeysuckle
Lygodium japonicum	Japanese climbing fern
Lygodium microphyllum	old world climbing fern
Macfadyena unguis-cati	cat's claw vine
Melaleuca quinquenervia	melaleuca, punk tree
Melia azedarach	Chinaberry
Nephrolepis cordifolia	sword fern, Boston fern
Nephrolepis multiflora	Asian sword fern
Paederia foetida	skunk vine
Panicum repens	torpedo grass
Pennisetum purpureum	Napier grass
Phyllostachys aurea	golden bamboo
Pistia stratiotes	water-lettuce
Podocarpus macrophylla	yew podocarpus
Psidium cattleianum	strawberry guava
Psidium guajava	guava
Pueraria montana	kudzu
Rhodomyrtus tomentosa	downy rose myrtle
Ricinus cmomunis	castor bean
Ruellia brittoniana (tweediana)	mexican petunia
Sansevieria hyacinthoides	mother-in-law's tongue
Sapium sebiferum	Chinese tallow tree

Schinus terebinthifolius	Brazilian pepper
Sesbania punicea	purple sesban
Solanum diphyllum	twinleaf nightshade
Solanum torvum	turkey berry
Solanum viarum	tropical soda-apple
Syngonium podophyllum	arrowhead vine
Wedelia trilobata	wedelia
Wisteria sinensis	Chinese wisteria
Xanthosoma sagittifolium	elephant ear

EXHIBIT "G"

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

February 21, 2006

Barry I. Karpay
Westfield Homes of Florida, Inc.
5100 West Lemon Street, Suite 306
Tampa, FL 33609

Kevin D. Huff
The Ryland Group, Inc.
255 Pine Avenue North
Oldsmar, FL 34677

Subject: **Notice of Final Agency Action for Approval**
ERP Individual Construction
Permit No.: 43029118.000
Project Name: Bahia Lakes
County: Hillsborough
Sec/Twp/Rge: 06/32S/19E

Dear Messrs. Karpay and Huff:

The Environmental Resource permit referenced above was **approved** by the District Governing Board subject to all terms and conditions set forth in the permit.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact F. Jackson Moore, P.E., at the Tampa Service Office, extension 2041. For assistance with environmental concerns, please contact Rick A. Perry, P.W.S., extension 2056.

Sincerely,

BJ Jarvis, Director
Records and Data Department

BJJ:elb
Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
cc/enc: File of Record 43029118.000
Edward Mazur, Jr., P.E., Florida Design Consultants, Inc.
US Army Corps of Engineers

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43029118.000

Expiration Date: February 21, 2011 PERMIT ISSUE DATE: February 21, 2006

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Bahia Lakes

GRANTED TO: Westfield Homes of Florida, Inc.
5100 West Lemon Street, Suite 306
Tampa, FL 33609

The Ryland Group, Inc.
255 Pine Avenue North
Oldsmar, FL 34677

ABSTRACT: This project will authorize the construction of a 441-lot, single-family residential subdivision south of 19th Avenue Northwest and approximately one-half mile west of U.S. Highway 41 in Ruskin, Florida. The 181.38-acre site contains several existing large lakes excavated during past mining operations. These existing lakes will be enlarged and two new ponds will be excavated to provide water quality treatment and quantity attenuation for the surface water runoff from the proposed project. According to the Hillsborough County Watershed Management Plans, the northern portion of the project is located within the Wolf Creek/Bullfrog Creek and "Miscellaneous Coastal Drainage Basins" and the southern portion drains to the Little Manatee River. The four existing/proposed ponds in the northern portion of the project are designed to provide "total retention" and will contain the runoff from a 100-year/24-hour storm event without discharge to the downstream receiving waters. The proposed pond in the south portion of the subdivision will provide water quality treatment by effluent filtration and will attenuate the post-development discharge rate to the Little Manatee River. The Permittee has provided reasonable assurance, by revising the Hillsborough County Watershed Management Models, that the proposed project will not cause adverse off-site flooding impacts due to fill placed within the 100-year floodplain.

A total of 0.30 acre of wetland marsh habitat will be impacted by the project. In addition a total of 12.27 acres of surface waters, consisting of 5.24 acres of upland cut ditches and 7.03 acres of lake/borrow pits, will be impacted. Mitigation for the wetland impacts will consist of 0.70 acre of wetland creation and 2.17 acres of wetland/surface water enhancement.

OP. & MAINT. ENTITY: Bahia Lakes Homeowners' Association, Inc.

COUNTY: Hillsborough

SEC/TWP/RGE: 06/32S/19E

TOTAL ACRES OWNED OR UNDER CONTROL: 181.38

PROJECT SIZE: 181.38 Acres

LAND USE: Single-family Residential

DATE APPLICATION FILED: June 22, 2005

AMENDED DATE: December 13, 2005

I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
2	7.30	On-Line Retention
3	6.60	On-Line Retention
4	39.93	On-Line Retention
5	7.44	On-Line Retention
6	8.64	Effluent Filtration
TOTAL	69.91	

Comments: Proposed Ponds 2, 3, 4 and 5 are all designed for total retention of the entire 100-year/24-hour design storm event with no discharge to the receiving water bodies, which are Wolf Creek/Bullfrog Creek and the coastal areas of Tampa Bay. Proposed Pond 6 discharges to the Little Manatee River and is designed to attenuate the post-development peak discharge rates to be less than the pre-development peak discharge rates.

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	MI	0.00

MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims **MI** type of compensation.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each landowner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

   Tampa Regulation Department
   Southwest Florida Water Management District
   7601 U.S. Highway 301 North
   Tampa, FL 33637-6759

   The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.

4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Tampa Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.

5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

6. WETLAND MITIGATION SUCCESS CRITERIA FOR MITIGATION AREA Lake C (0.58 acre)

   Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

   A. The mitigation area can be reasonably expected to develop into a *Palustrine Emergent* Wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

   B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."

Comments: The Permittee has provided revised pre-development Hillsborough County Watershed Management Models for Wolf Creek/Bullfrog Creek, "Miscellaneous Coastal Drainage Basins," and the Little Manatee River. These models were revised using updated and more accurate, field obtained data to determine the basins and reaches. The pre-development models were then revised to include the proposed surface water management system for Bahia Lakes. Comparing the pre- and post-development models indicates that the proposed project will not cause adverse off-site flooding impacts due to fill placed within the 100-year floodplain.

III. Environmental Considerations

Wetland Information:

WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
Lake B	0.30	0.00	0.00	0.30
TOTAL	0.30	0.00	0.00	0.30

Comments: A remnant herbaceous marsh, within existing Lake/Borrow Pit "B" (a.k.a. Pond 5), will be impacted. In addition, surface waters, consisting of existing upland cut ditches and portions of existing lake/borrow pits, will also be impacted.

Mitigation Information:

AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
Lake C	0.00	0.00	0.58	0.00	0.00
Lake D	0.70	0.00	1.59	0.00	0.00
TOTAL	0.70	0.00	2.17	0.00	0.00
NET CHANGE	+0.40	OTHER MITIGATION TOTAL			2.17

Comments: Mitigation for the wetland impact will be provided by wetland creation and surface water enhancement within existing Lakes/Borrow Pits "C" (a.k.a. Pond 3) and "D" (a.k.a. Pond 4). Mitigation, for the upland cut ditch impacts, is not required, pursuant to Basis of Review, Subsection 3.2.2.2. Any habitat value of the side slopes and open water portions of the existing lake/borrow pit surface waters will be off set by expansion of those surface waters. Any loss of water quality function of the ditch/borrow pit areas will be off set by creation of the storm water ponds. The required mitigation was calculated utilizing the Uniform Mitigation Assessment Method (UMAM) and will provide a total of 0.72 functional gain units to off set a total 0.11 functional loss units.

Watershed Names: Little Manatee River and Tampa Bay Drainage

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES	SUBDOMINANT SPECIES[1]
1	Herbaceous	85	*Scirpus validus* *Pontederia cordata* *Nymphaea odorata*	None Specified

[1] Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E. Coverage by nuisance or exotic species does not exceed five percent.

F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA FOR MITIGATION AREA Lake D (2.29 acres)

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

A. The mitigation area can be reasonably expected to develop into a *Palustrine Emergent* Wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.

B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES	SUBDOMINANT SPECIES[1]
1	Herbaceous	85	*Scirpus validus* *Pontederia cordata* *Nymphaea odorata*	None Specified

[1] Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."

E. Coverage by nuisance or exotic species does not exceed five percent.

F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

7. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.

8. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.

9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation areas. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above.

Monitoring Data shall be collected semi-annually.

10. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:

    A. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;

    B. suspending all maintenance activities in the wetland mitigation areas including, but not limited to, irrigation and addition or removal of vegetation; and

    C. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

    Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

12. The Permittee shall, within 30 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings received by the District in support of the application.

13. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.

14. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.

15. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

    A. wetland preservation,
    B. wetland buffers, and
    C. limits of approved wetland impacts.

    The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

16. Wetland boundaries as shown on the approved construction drawings shall be binding upon the Permittee and the District.

17. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Tampa Regulation Department."

18. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:

all wetlands.

19. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Tampa Regulation Department:

A. homeowners, property owners, master association or condominium association articles of incorporation, and

B. declaration of protective covenants, deed restrictions or declaration of condominium.

The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

20. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."

21. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing effluent filtration or exfiltration **or** systems utilizing effluent filtration or exfiltration **and** retention or wet detention, the inspections shall be performed 18 months after operation is authorized and every 18 months thereafter.

22. Prior to installation of the filter media, the Permittee's contractor shall submit a certified test of the media to the Permittee's Professional Engineer and the District. The test shall address the following parameters: uniformity coefficient, effective grain size, sieve analysis, percent silts, clays and organic matter, and permeability testing (constant head). If testing indicates the actual permeability rate is less than the value specified in the permitted design, a permit modification will be required to lengthen the effluent filtration system. The Permittee shall also notify the Surface Water Regulation Manager, Tampa Regulation Department, at least 48 hours prior to commencement of construction of the effluent filtration system, so that District staff may observe this construction activity.

23. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.

24. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.

25. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:

   a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.

   b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.

4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
    b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
    c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.

13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.

18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.

19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.

20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.

24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.

25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.