

Prepared By and Return to:  
Michael J. Brudny, Esquire  
Brudny & Rabin, P.A.  
200 North Pine Avenue, Suite A  
Oldsmar, Florida 34677

INSTRUMENT#: 2007539454, O BK 18348  
PG 1647-1778 12/31/2007 at 11:41:24 AM,  
DEPUTY CLERK: SSPENCER Pat Frank, Clerk  
of the Circuit Court Hillsborough County

**CERTIFICATE OF AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI**

This is to certify that at a duly called meeting of the Board of Directors of Chardonney Homeowner's Association, Inc. (the "Association") held on November 15, 2007, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Board of Directors determined that a sufficient number of consents and written instruments have been obtained relating to the proposed amendment to Article IX, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Carrollwood Village Phase III, Village XVI, said consents being attached hereto as **Exhibit B**, and that said amendment has therefore been adopted, in the form shown on **Exhibit "A"**, which exhibits are incorporated herein by reference. The Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase III Village XVI was originally recorded in Official Records Book 4392, Page 967, Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 13 day of December, 2007.

CHARDONNAY HOMEOWNER'S  
ASSOCIATION, INC.

By Theresa Irene Scambato  
Signature

Theresa Irene Scambato - President  
Printed Name and Title

Joseph D. Degenhardt  
Signature of Witness #1

JOSEPH D. DEGENHARDT  
Printed Name of Witness #1

Clarke F. Williams  
Signature of Witness #2

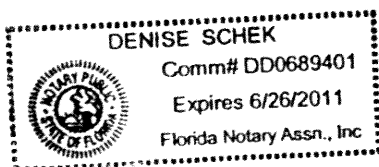
CLARKE F. WILLIAMS  
Printed Name of Witness #2

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 13 day of DECEMBER, 2007, by Theresa Irene Scambato as President of CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Denise Schek  
Notary Public

DENISE SCHEK  
Printed Name



ADOPTED AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS  
OF  
CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI

The following is an adopted amendment to the Declaration of Covenants and Restrictions of Carrollwood Village Phase III, Village XVI, originally recorded at Official Records Book 4392, Page 967, Public Records of Hillsborough County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,  
Except When Proposed Amendment Involves Substantial Rewording)

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Item No. 1: Article IX, Section 3 is hereby amended to read as follows:

ARTICLE IX

GENERAL PROVISIONS

\* \* \*

Section 3. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an affirmative vote at a meeting of at least seventy-five (75%) percent of the voting members who participate in the meeting in person or by proxy, provided that at least a majority of the entire membership participates in the voting at a regular or special meeting of the Association. An amendment may be proposed by the Board of Directors, or by a petition signed by at least twenty-five (25%) percent of the membership, in which case the Board and legal counsel for the Association will have the right to review and modify the proposal as to form and legality. A copy of the proposed amendment and a notice of the meeting and proxy form shall be provided to the owners of all of the lots at least fourteen (14) days, and not more than sixty (60) days, prior to the meeting where the proposed amendment is to be considered. ~~by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners.~~ Any approved such amendment shall be recorded in the Public Records of Hillsborough County, Florida.

END OF ADOPTED AMENDMENT

REC: 4392 967

## DECLARATION OF COVENANTS AND RESTRICTIONS

BOOKS      TIME      DATE  
 1985      11:11      11/11/85  
 1985      11:11      11/11/85  
 1985      11:11      11/11/85

THIS DECLARATION OF COVENANTS AND RESTRICTIONS  
 ("Declaration"), made and entered this 21st day of July,  
 1984, by MOULEY HOMES OF FLORIDA, INC., a Florida corporation,  
 hereinafter referred to as "Declarant".

## W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in  
 the City of Tampa, County of Hillsborough, State of Florida,  
 which is more particularly described as:

Plat of CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI, according  
 to the plat thereof recorded in Plat Book 56, Pages 25-1 to  
 25-3, Public Records of Hillsborough County, Florida; and

WHEREAS, the Declarant desires to provide for the  
 preservation of the values and amenities in said community, and  
 for the maintenance of the Common Areas, recreation areas and  
 other common facilities within said properties, and to this end,  
 desires to subject the Properties to the Covenants, Restrictions,  
 Easements, Charges and Liens hereinafter set forth, each and all  
 of which is and are for the benefit of the Properties and each  
 Owner thereof; and

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

WHEREAS, the Declarant has or will incorporate under the laws  
 of the State of Florida, as a non-profit corporation, CHARDONWAY  
 HOMEOWNER'S ASSOCIATION, INC., the purpose of which will be to  
 exercise the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the  
 Properties described above shall be held, sold and conveyed

JAMES F. TAYLOR, JR.  
 CLERK OF CIRCUIT COURT  
 HILLSBOROUGH COUNTY  
 TAMP A, FL 33601

FILED VERIFIED  
 James F. Taylor, Jr.  
 Clerk of Circuit Court  
 Hillsborough County, Fla.  
 By Kimberly D. Bales, U.C.

subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to CHARDONWAY HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "Lot", which is a part of the Properties, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All areas shown on any recorded subdivision plat of the Properties, other than any portion thereof included in a Lot, or in a dedicated road or other dedicated easement where a governmental or other entity has agreed to accept maintenance responsibility.

Section 5. "Lot" shall mean and refer to any dwelling unit site or plot of land shown on a recorded subdivision plat of the Properties, with the exception of the Common Area. The word Lot shall include both the platted site or plot of land, and the residence located thereon when same has been constructed.

Section 6. "Declarant" shall mean and refer to MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one

if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

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

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the member. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of individual Lot Owners to the exclusive use of parking spaces as provided in this Article, and to the exclusive use of a portion of the Common Area immediately adjacent to said Lot as provided in Section 4 hereof.

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 who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said Lot as is reasonably and practically possible,

ML-1052-370  
together with the right of ingress and egress to and upon said parking area. The Association shall assign the aforesaid number of automobile parking spaces for each Lot.

Section 4. Exclusive Easements in Common Area. The Lot Owners shall have an exclusive right and easement of use and enjoyment in and to a portion of the Common Area adjacent to each such Lot as described more particularly hereinbelow. Such easements shall be appurtenant to the ownership of a Lot, shall pass with the transfer of title to said Lot, and may not be separated from the title to said Lot, either voluntarily or involuntarily. The exclusive easements granted and created hereby are described as follows:

(a) each Lot Owner shall have an exclusive easement in and to the concrete deck or patio area located at the rear of and adjacent to each said Lot;

(b) each Owner of a Lot on the end of a building shall have an exclusive easement in and to that portion of the Common Area located on the side of and adjacent to each such end Lot which shall be enclosed within a fence erected by the Declarant.

Section 5. Easement for Encroachments. Each Lot and the Common Area shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments for the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 6. Easements for Utilities and Services. There is hereby created upon and under the Common Area easements for ingress, egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewer, gas, telephone and electricity, and a master television antenna system or cable television. By virtue of this easement,

it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain wires, circuits and conduits on, above, and under said property.

An easement is further granted to all police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the property except as initially programmed and approved by the Declarant or hereafter approved by the Homeowner's Association. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, each Lot Owner by acceptance of a deed to a Lot agrees to execute such document.

Section 7. Construction and Sales. There is hereby reserved to the Declarant, its designees, successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Properties; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Lot Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine and in accordance with the Association's Bylaws, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the



recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and a supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED SIXTY AND NO/100 (\$360.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the

purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting called, the presence of members, in person or by proxy entitled to cast a majority 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 a majority of all the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. 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 or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for 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.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V

##### EXTERIOR MAINTENANCE

Section 1. Maintenance and Repair of Lots. Each Lot Owner will: keep that Lot Owner's Lot and the exterior of the improvements thereon in a clean and orderly condition; maintain the lawn and surrounding areas on that Owner's Lot in a neat and clean condition; keep the grass cut; keep the Lot free of trash, rubbish and items that would detract from the appearance of the Lots as a whole; keep all doors and windows in a good state of repair and maintenance; and pay one-fourth of the cost of exterior maintenance, repair and/or rehabilitation of the Building, whenever the Owners of three of the four Lots in the Tract or Block upon which the Building is located determine that such exterior maintenance, repair and/or rehabilitation is appropriate. If any Lot Owner believes that another Lot Owner is not cleaning, maintaining and repairing that Owner's Lot, and the improvements thereon, in accordance with the foregoing standards, the complaining Lot Owner may submit the complaint to the

Association for arbitration. The decision of the Association as to whether or not the demanded cleaning, repair, or maintenance shall be performed shall be binding and final.

Section 2. Maintenance of Exclusive Easement Areas. Each Lot Owner shall be obligated to repair and maintain the exclusive easement areas granted to said Owner pursuant to the terms and provisions of Article II, Section 4. hereof, at his sole cost and expense. Such obligation to repair and maintain shall include the obligation to repair and maintain the fences erected between the buildings to separate the side yard easements, as provided in Article VI hereof.

Section 3. Exterior Maintenance By the Association. In the event an Owner or Owners of any Lot or Lots in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcels and to repair, maintain, and restore the Lot or Lots and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot or Lots are subject.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contributions Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. -

Section 6. Maintenance of Side Yard Fences. Each fence which is erected by Declarant as a part of the original construction of the homes upon the Properties and placed in the Common Area between the end Lots of two (2) separate buildings shall constitute a "party fence", and the provisions of this Article VI shall apply as well to the repair and maintenance of such party fences.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or a party fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration whatsoever thereto be made until the plans and specifications showing the

nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (the "ARC") composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board, or the Architectural Review Committee, fails to approve or disapprove such design, location, and plans and specifications within thirty (30) days after they have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Upon request from the Owner, the Secretary of the Association shall issue a certificate to that effect.

#### ARTICLE VIII

##### GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 3. Signs. No commercial signs shall be erected or maintained on any Lot at any time, provided, the Owner thereof shall have the right to erect or place upon his Lot, one (1) "For Rent" or "For Sale" sign; provided further, that any such sign shall not exceed four (4) square feet in size, and that the design of any such sign shall be subject to review and approval

by the Board of Directors or the Architectural Review Committee as provided in Article VII hereof.

Section 4. Garbage Disposal. Each Lot shall have receptacles for garbage, so as not to be generally visible from the road, or other garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

Section 5. Trailers. No house or travel trailer, camper, boat trailer, tent, barn, or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently.

Section 6. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association.

Section 7. Temporary Structures. No structure of a temporary character shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to temporary shelters used by the contractor during the construction or repair of the improvements upon the Properties. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 8. Games and Play Structures. No basketball backboards or any other fixed games or play structures shall be located on the Properties, other than in the areas designated for such uses by the Association. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot.

Section 9. Outside Installations. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No outside antenna for radio or television shall be constructed, erected or maintained at any time on any Lot.

Section 10. Clotheslines. No clotheslines shall be placed on the Properties at any time.

Section 11. Window Air Conditioning Units. No window air conditioning units shall be permitted upon the Properties.

Section 12. Mailboxes. No mailboxes or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on the Properties unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Board of Directors or the ARC. If and when the United States mail service, or the newspaper or newspapers involved, shall indicate a willingness to make delivery to wall receptacles attached to the residences, each Owner, upon the request of the Board of Directors, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 13. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the properties for a period in excess of forty-eight (48) hours. There shall be no major repair performed on any motor vehicle on the Properties. All vehicles shall have current license plates.

Section 14. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, or on the Properties, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 15. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. Provided, all household pets shall be kept on a leash when not kept within an enclosed area.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity,



all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any such amendment shall be recorded in the Public Records of Hillsborough County, Florida.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

Section 6. Subdivision of Lots. No lot shall be subdivided, or boundaries changed, except with the written consent of the Association. In the event that any such replatting results in changing the boundaries of the Common Area, the Association shall deed such portion of the Common Area to the Declarant as is needed to replat the Lots, in exchange for the Declarant deeding an equal amount of acreage to the Association to be held and used as Common Area.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) annexation of additional properties; and
- (b) dedication of Common Area; and
- (c) replatting of any Lots or changing the boundaries of the Common Area; and
- (d) amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 2nd day of July, 1984.

Witnesses:

"Declarant"

MOBLEY HOMES OF FLORIDA,  
INC., a Florida  
corporation

James Churchill  
Secretary

By:

TIMOTHY F. NOBLEY,  
President

Attest:

(Corporate Seal)

STATE OF FLORIDA           )  
                                  ) SS:  
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 2nd day of July, 1984, by TIMOTHY F. NOBLEY and Thomas W. Crothers, as President and Sec / Treas., respectively, of MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation.

James Churchill  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 1, 1988  
JAMES CHURCHILL, Notary Public

PREPARED BY:  
F. VERNON BEANETT  
BROAD E. CASSEL  
2699 Lee Road  
Winter Park, FL 32789