

CL 10-17-00

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**DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS AND CONDITIONS**

THIS DECLARATION, made this 12th day of May, 2000, by RYDER HOMES AND GROVES CO., a Florida corporation (the "Developer").

W I T N E S S E T H :

As used herein and as used in the Articles of Incorporation and Bylaws of the Association, the following terms shall have the following meanings:

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association in the form attached hereto as Exhibit A, and all amendments thereto.

"Association" shall mean and refer to Citrus Wood Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Bylaws" shall mean the Bylaws of the Association in the form attached hereto as Exhibit B, and all amendments thereto.

"Common Area" shall mean Tract A and Tract B depicted on the plat of the Subdivision.

"Declaration" shall mean this Declaration of Covenants, Restrictions, Limitations and Conditions.

"Developer" shall mean RYDER HOMES AND GROVES CO., a Florida corporation.

"Directors" shall mean the members of the Board of Directors of the Association and their successors in office, duly elected and serving in that capacity in accordance with the Bylaws.

"Drainage Easements" shall mean all Drainage Easements, including the Private Drainage Easements, depicted on the plat of the Subdivision.

"Drainage Facilities" shall mean and refer to the Retention Areas, all pipe lines, catch basins and other equipment, fixtures and facilities which are a part of the surface water management and storm water drainage systems installed on and serving the Property and the Subdivision, including any of the foregoing located within any of the Drainage Easements.

"East Buffer Easement" shall mean the easement for the landscaping, entrance signage and any fence, wall or other buffer located along the East boundary of the Subdivision adjacent to Miller Road, depicted on the plat of the Subdivision as the East Buffer Easement.

"Lot" or "Lots" shall mean and include all parcels of land into which the Subdivision has been subdivided by the Developer as depicted on the plats of the Subdivision, except for Tract A and Tract B.

"Member" shall mean every person or entity who holds membership in the Association.

"North Drainage Easement" shall mean the Drainage Easement depicted on the plat of the Subdivision and encumbering portions of Lots 9 through 16, Block 2, inclusive, of the Subdivision.

"Owner" or "Owners" shall mean the holders of the fee simple title to the Lots.

"Perimeter Fence" shall mean the PVC fence constructed by the Developer and located along or near the exterior westerly boundary lines of Lots 1 through 16, Block 1, and the exterior southerly boundary line of Lots 17 through 23, Block 1, of the Subdivision.

"Property" or "Subdivision" shall mean, collectively, the two Subdivisions, one known as Citrus Wood Unit 1, according to the Plat thereof recorded in Plat Book 87, Page 94, Public Records of Hillsborough County, Florida, and the second known as Citrus Wood Unit 2, according to the Plat thereof recorded in Plat Book 87, Page 95, Public Records of Hillsborough County, Florida.

"Retention Areas" shall mean and refer to the storm water drainage and

retention areas located on Tract A, Tract B and the North Drainage Easement depicted on the plats of the Subdivision.

"Street Islands" shall mean those curbed, island areas within the public road rights-of-way within the Subdivision.

WHEREAS, the Developer is the owner of the Property;

WHEREAS, the Developer desires to impose certain restrictive covenants and conditions on the Property for the benefit of and limitation upon all subsequent grantees;

NOW, THEREFORE, the following restrictive covenants and conditions are hereby imposed upon the Property and each of the Lots which restrictive covenants and conditions shall be deemed to be covenants running with the land.

1. RESIDENTIAL USE AND MINIMUM SIZE. Construction of a single family residence on a Lot shall commence not later than ninety (90) days after the purchase of such Lot from the Developer, unless approved otherwise by the Developer. No Lot shall be used except for single-family residential purposes. No business activity, other than business activity which is conducted within the air conditioned living area of a residence on a Lot and which does not involve customers visiting the residence, shall be conducted or engaged in on any Lot in connection with the residential usage of any Lot. Each single-family dwelling may not exceed two (2) stories in height and shall contain a minimum floor area of two thousand four hundred (2,400) square feet of air conditioned living area, exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports. All computations of "floor area" shall be measured by outside dimensions. No building shall be erected, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, except for utility buildings approved in accordance with paragraph 9 hereof.

2. LOT SIZE. No Lot shall be reduced in size except by the Developer.

3. GARAGES. Each single-family dwelling shall have a private, totally enclosed garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the Developer, extending from the garage to the front Lot line. All garages shall contain automatic electric door openers which shall be maintained in good operating condition. Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling. No carports shall be permitted.

4. DRIVEWAYS AND SIDEWALKS. At the time of the construction of the

dwelling on each Lot, a concrete or paver brick driveway apron from the street curb to the Lot line shall be constructed; and a concrete sidewalk for use by public pedestrian traffic which shall be four feet (4') in width and four inches (4") in depth, shall be constructed adjacent to the Lot line, within the street right-of-way, and along the boundary line of each Lot bordering any public street.

5. **LANDSCAPING AND TREES.** All areas on each Lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped within a period of one (1) month after completion of the construction of the dwelling on such Lot. Upon completion of construction of a residence on a Lot, the Owner of each Lot shall install such landscaping, shrubbery and trees as is necessary to comply with all land development and landscape ordinances, laws, rules and regulations. All landscaped areas, shrubbery and trees shall be maintained by the Owner of the Lot and good horticultural standards shall be observed in the maintenance of plants, trees and other vegetation in the landscaped area. Within one (1) month after construction of a dwelling on a Lot, all yard areas which have been cleared or disturbed in connection with the construction shall be sodded with St. Augustine grass and an in ground irrigation system shall be installed and used to irrigate the lawn and landscape plants on the Lot, which irrigation system shall be properly maintained in good working order. The irrigation shall be connected to the Hillsborough County reclaimed water system unless otherwise approved in writing by the Developer. Trees on Lots shall be maintained in a good and healthy condition including proper fertilization, trimming of dead wood and protection against rot.

6. **CONSTRUCTION.** The finished exterior of each dwelling and garage constructed on each Lot must be either wood, brick, brick veneer, stucco, stone or such other exterior finish as the Developer shall approve, and there shall be no exposed concrete block. Roofs shall be twenty-five (25) year dimensional shingles or such other roof material as the Developer shall approve. All construction on each Lot shall be new construction. No used buildings or structures shall be moved onto any Lot. No prefabricated or modular single-family dwelling shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer. No manufactured homes, mobile homes or house trailers shall be permitted on any Lot at any time, except for such construction trailers and storage sheds as are approved by the Developer for use by contractors in connection with construction of improvements in the Subdivision. The Owner of a Lot shall be required to keep the Lot free from litter, refuse, trash and debris and keep the Lot in a condition which does not detract from the neighborhood, including proper trimming and mowing on a regular basis; and if the Owner fails to do so, the Developer may remove all such trash or debris from the Lot and/or mow the Lot and the Owner of the Lot shall pay the reasonable cost of such removal or mowing, plus twenty percent (20%) of such cost as an agreed upon administrative charge, within ten (10) days after receipt of a bill from the Developer.

7. **FRONT YARD LIGHTS.** Each Lot shall contain a permanent automatically controlled (so that it is lighted from dusk to dawn of each day) exterior light on a light pole with a wattage, design and height to be determined by the Developer, which shall be located in the front yard near the driveway entrance to the Lot. Such light shall be maintained in good operating condition by the Lot Owner and installed at the time of construction of the dwelling.

8. **SETBACKS.** No portion of any dwelling or of any garage, or outbuilding shall be constructed or installed on any Lot in a manner inconsistent with RSC-4 District Zoning Standards as required by the Hillsborough County Development Code in effect on the date of the filing of this Declaration, except that with respect to those Lots encumbered by the North Drainage Easement, no portion of any such dwelling, garage or out building shall be constructed within ten (10) feet of the Southerly boundary line of the North Drainage Easement. The front Lot line for dwelling facing purposes and for setback requirements for corner Lots shall be established in conjunction with the submission of the site plan to the Developer for review in accordance with the provisions of paragraph 10 below, and shall be subject to the review and approval of the Developer. Notwithstanding the foregoing, the Developer reserves the right to grant variances with respect to the setback provisions for any Lot that may require special consideration due to its irregular shape or location, provided all zoning, building, land use and other development laws, ordinances, rules and regulations are complied with.

9. **UTILITY BUILDINGS.** No utility buildings, sheds or outbuildings shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer, except for such construction trailers and storage sheds as are approved by the Developer for use by contractors in connection with construction of improvements in the Subdivision, and except for any sales offices as are approved by the Developer for use by home builders in connection with sales of homes in the Subdivision. Any such buildings which are approved by the Developer shall be constructed out of the same material and have the same finish, including color, as the dwelling and garage. No structure of a temporary character, tents, shacks or any utility buildings, sheds or outbuildings shall be used on any Lot at any time as a dwelling, either temporarily or permanently.

10. **DEVELOPMENT CONTROL.** As early as practicable prior to the date of commencement of construction of any dwelling on any Lot, or the construction of any improvements to an existing dwelling on any Lot, the Owner of such Lot shall furnish to the Developer the following:

- (a) The name and address of the contractor.
- (b) The name and address of any lender financing the construction of

dwelling.

- (c) Initially, the preliminary plans and, subsequently, the final plans and specifications which shall include at least a site plan showing the location of significant trees and the dwelling on the Lot, all elevation views, floor plans, electrical and plumbing schematics, a schedule of materials and a landscape plan. The landscape plan shall include the location and description of all trees and bushes and other shrubbery which will be planted at the time of the completion of the construction of the dwelling.

The Developer shall review the foregoing to determine whether they comply with the provisions of this Declaration and to applicable ordinances; to determine whether or not the proposed dwelling to be constructed upon the Lot will blend architecturally with the other dwellings constructed or to be constructed on other Lots in the Property, will detract from the neighborhood or will materially affect the property values of other Lots in the Property; to determine the nature and quality of proposed workmanship and materials; and to determine the location of the dwelling with respect to the topography and finished grade of the dwelling. The Developer will either approve or disapprove the proposed final plans and specifications and if they are approved will furnish to the owner a written statement that the plans and specifications have been approved. If the plans and specifications are not approved, notice of the disapproval and the reason for disapproval shall be given to the owner of the lot within twenty (20) days after receipt of the plans and specifications. If no notice of disapproval is given to the Owner of the Lot by the Developer within such twenty (20) days, the Developer shall be deemed to have waived the foregoing provision with respect to approval of construction and the plans and the proposed construction shall be deemed to have been approved. After the plans and specifications have been approved, construction shall commence as soon as practicable, shall be completed in accordance with the plans and specifications and shall be pursued diligently and continuously until completed. There shall be no material changes in the plans and specifications without the prior written consent of the Developer. This paragraph imposes no responsibility or liability upon the Developer to any Owner or any other person to review the plans and specifications and if reviewed to verify that the construction is in accordance with the plans and specifications. Each owner is responsible alone for the quality and safety of construction of the dwelling on each such Owner's Lot.

11. HOMEOWNERS ASSOCIATION. The Association has been incorporated and has articles of incorporation and bylaws in the form of the Articles of Incorporation and Bylaws. The Owners of all Lots in the Property shall be members of the Association. By acceptance of a Deed conveying a Lot in the Property, each Lot Owner agrees to be bound by all of the terms, conditions, and provisions of the

Articles of the Incorporation and Bylaws of the Association. Membership in the Association shall be appurtenant to the ownership of Lots in the Property and may not be transferred separate from the ownership of a Lot. The Association has the right and responsibility, to the extent reasonably necessary, to:

- (a) Maintain the Drainage Facilities located within the Retention Areas, the North Drainage Easement and the Drainage Easements, in accordance with the requirements of the Southwest Florida Water Management District and the laws, rules and regulations of other governmental entities having jurisdiction over the Subdivision.
- (b) Regularly cut the grass and maintain the landscaping located within the Common Area and the North Drainage Easement.
- (c) Receive a Deed of Conveyance from the Developer and continue to own the Common Area, free and clear of encumbrances, except for real estate taxes and assessments.
- (d) Pay all real estate taxes and tangible personal property taxes assessed with respect to any real or personal property owned by the Association.
- (e) Maintain, repair and replace the entrance signs and entrance walls located within the East Buffer Easement or other easements on Lot 31 Block 1 and Lot 1 Block 2 of the Subdivision.
- (f) Maintain and repair the exterior Easterly side and the top of any fence, wall or other buffer now or hereafter located within the East Buffer Easement and replace any such fence, wall or other buffer, unless the damage requiring the repair or replacement is caused by the negligent or intentional act or omission of an Owner or a person under the supervision or responsibility of such Owner, in which event such Owner shall be responsible for paying the cost of the repair or replacement of the fence, wall or other buffer.
- (g) Maintain, replace, fertilize, irrigate and keep in a healthy condition, all plants, grass and other vegetation, and regularly cut the grass, in all areas which are the responsibility of the Association to maintain, including those areas lying within the Street Islands, lying within the North Drainage Easement, lying within the Common Area and lying easterly of the fence, wall or other buffer in the East Buffer Easement.

- (h) To the extent permitted by applicable laws, ordinances, rules and regulations, maintain, trim, keep in a good, healthy condition, and remove (when conditions such as disease and safety warrant removal), all trees now or hereafter existing in the Street Islands and lying within the Common Area, and shall have the right, but not the duty, to maintain, trim and remove any trees lying easterly of the fence, wall or other buffer in the East Buffer Easement.
- (i) Pay all water bills for any water used for irrigation for landscaping which is the responsibility of the Association to maintain.
- (j) Pay all electric bills for the operation of any lighting for entrance signs or other lighting at the entrance of the Subdivision and for all electric bills for street lighting which is not included within a street lighting district or until a street lighting district is established to pay the electric bills with respect to the street lights.
- (k) Maintain, repair and replace the PVC fence constructed by the Developer along or near the boundary line of Tract A.
- (l) To the extent that the Owner of a Lot fails to perform any items of maintenance, repair and replacement obligations of such Owner under this Declaration, the Association shall have the right, but not the responsibility, to perform such maintenance, repair or replacement obligations.
- (m) Procure public liability insurance in such amounts and with such coverage as the Directors shall determine from time to time appropriate.
- (n) Procure fire and casualty insurance to insure any improvements, fixtures or equipment now or hereafter owned by the Association.
- (o) Construct improvements within or remove improvements from the Common Area, but only after a two-thirds vote of each class of the Members present and voting at a meeting of the Members duly called and held pursuant to the Bylaws.
- (p) Maintain, repair and replace all improvements now existing or hereafter constructed within the Common Area and Street Islands.
- (q) The right, but not the duty, to maintain the drainage swales located within the Drainage Easements, to the extent that the

Owner of the Lot on which the particular Drainage Easement is located is responsible for the maintenance and fails to perform such maintenance.

As used herein the term "maintain" and "repair" shall mean the exercise of the normal care reasonably necessary to keep the item requiring maintenance or repair in good operating condition or in the functional condition intended at the time of its original installation and in conformance with all applicable laws, required permits and governmental approvals, and aesthetically pleasing as to landscaping and planted areas.

12. MAINTENANCE BY OWNER. Each Owner shall be obligated to maintain and repair the residence on such Owner's Lot, all buildings, fixtures, appurtenances and all landscaping on such Owner's Lot. For Owners of Lots abutting Miller Road, the Owner shall maintain the inside, westerly side of any fence, wall or other buffer located along or near the easterly, rear portion of such Lot in a good, neat, attractive condition so that they do not detract from the Subdivision. Each Owner of each Lot on which a portion of the Perimeter Fence is located shall be responsible for the maintenance of the inside, easterly (for Lots 1 through 16, Block 1) and inside, northerly (for Lots 17 through 23, Block 1) of the portion of the Perimeter Fence located on such Owner's Lot, and shall have the responsibility for repair and replacement of that portion of the Perimeter Fence located on such Owner's Lot. The Perimeter Fence shall be maintained in a good, neat, attractive condition. To the extent that any Owner fails to perform such Owner's responsibilities under this paragraph, after giving such Owner thirty (30) days prior written notice, the Association shall have the right to enter upon the Lot for the purpose of performing the obligations of the Owner under this paragraph and the Association is hereby granted a temporary easement for such purposes. Also, in such event the Owner shall be obligated to reimburse the Association for all costs incurred by the Association, together with an administrative charge of twenty percent (20%) of such costs. Such amount shall be due and payable upon written notice by the Association to such Owner and the Association shall be entitled to all rights and remedies for collection of such amount in the same manner as the collection of an assessment. Each Owner of a Lot on which the Perimeter Fence is located acknowledges that the Developer has or will grant to the owners of the lands adjacent to and immediately westerly and southerly of the Lots on which the Perimeter Fence is located the right and easement to enter upon the portion of the Lot immediately westerly (with respect to Lots 1 through 16, Block 1) and southerly (with respect to Lots 17 through 23) of the Subdivision, for the purpose of cleaning the exterior of the Perimeter Fence facing such adjacent lands.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot or within any public road right-of-way except for one (1) sign of not more than one

(1) square foot identifying the owner thereof and one (1) sign of not more than five (5) square feet advertising the Property for sale or rent and except such signs and other advertising devices or structures of such size and design as the Developer shall approve in connection with the sale of Lots and the sale of homes constructed on Lots by builders in connection with the conduct of the Developer's operation for the development, subdivision and sale of Lots and homes in the Subdivision.

14. **AERIALS AND TELEVISION ANTENNAS.** Any television antennas or aerials of any kind must be placed upon a Lot or on the exterior of a dwelling within the Subdivision so that the antenna or aerial is not visible from any public right of way. In addition, no satellite dish or wireless cable receiver shall be located on any Lot unless the same has a diameter of 24 inches or less, is not constructed in any setback area and is not visible from any public right of way. The provisions of this paragraph shall be enforceable only to the extent such enforcement is not prohibited by applicable laws, rules and regulations.

15. **BOATS AND VEHICLES.** Boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, trucks (such term shall not include sport utility vehicles, vans, minivans and non-commercial pickup trucks) and commercial vehicles shall not be permitted to remain in the Subdivision overnight; except that boats or boat trailers, travel trailers, motor homes, camper vehicles, trucks and commercial vehicles are permitted when (a) parked in an enclosed garage; or (b) parked on the driveway to a Lot on a temporary basis, not exceeding three (3) days; or (c) parked on a Lot in a location behind the front setback line for the Lot, at least ten feet (10') inside each side and rear setback line, and when such boat or vehicle is not visible from the street and does not detract from the neighborhood. Except for inoperative vehicles which are parked in an enclosed garage, all vehicles shall have a current license tag registration and shall be in an operating condition. No vehicles shall be parked on any street of the Subdivision overnight or on a regular basis. No vehicles shall be parked on any front lawn of the Subdivision at any time. No repairs to or maintenance of any vehicles shall be made on any Lot while such vehicle is visible from the street, except for tire changes, oil changes and washing, waxing and vacuuming of vehicles.

16. **ANIMALS.** No animals, livestock, reptiles, amphibians or poultry of any kind shall be raised, bred or kept on any lot, except that dogs or cats only may be kept, provided they are three (3) or fewer in number and provided further that they are not maintained or bred for any commercial purpose, and that proper restraint and control are used in the keeping of them. The Owner of each Lot shall be responsible for complying with all applicable governmental laws, ordinances, rules and regulations with respect to dogs and cats owned and maintained by such Owner. Any structure intended to house pets, e.g. a dog house, shall not be visible from any street and shall not detract from the Subdivision. No pet shall be allowed to run free within the

Subdivision and all pets shall be fenced or leashed. No pets shall be allowed to litter on any Lots in the Subdivision other than the Lot owned by the owner of the pet.

17. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot or in the Subdivision that may be or may become an annoyance or nuisance to the neighbors or to the neighborhood.

18. FENCES AND PLANTINGS. No continuous hedge or planting shall be permitted between the front setback line and the front property line of any Lot, except shrubbery next to the dwelling which does not detract from the neighborhood. No continuous fence, wall or like structure shall be permitted between the rear of the dwelling and the front lot line, except that with respect to corner Lots a fence may extend toward the right-of-way up to ten feet (10') from the face of the house which is not the front of the house for address purposes. No continuous fence, wall, hedge, planting or like structure over six feet (6') in height shall be permitted on any Lot. Each fence which is installed or placed on any Lot in the Subdivision must be of new material and constructed of wood, brick, stucco, finished masonry, PVC or such other material as is approved by the Developer. No buffer of any kind, except planting approved in writing by the Developer, shall be placed on the portion of any Lot facing or abutting Tract A or Tract B, and on the portion of any Lot which is adjacent to, abuts or is within the North Drainage Easement.

19. RECREATION EQUIPMENT. Recreation equipment or structures, sports equipment or structures, and other equipment or structures shall not be placed in the street or road right-of-way and shall not be permitted to remain outside of the dwelling overnight between the front lot line and the rear corners of the dwelling. Permanent installation of any such equipment or structures is not permitted without the prior written consent of the Developer, which consent the Developer may withhold in the Developer's sole and exclusive discretion. No recreation equipment is to be left unattended in Retention Areas.

20. POOLS. No above ground pools may be installed on any lot. All pools must be enclosed by fences or such other enclosures as are permitted in accordance with applicable governmental laws and regulations.

21. CLOTHESLINES. Clotheslines and the drying of clothes or other items on lines outside of any dwelling on the Property are prohibited, to the extent permitted by law.

22. RUBBISH. No lot shall be used or maintained as a storage site or as a dumping ground for rubbish, trash, garbage or other waste, including lawn and landscaping trimmings. The Owner of each lot shall place all garbage and trash in proper containers which shall be covered at all time and emptied regularly by a

commercial garbage service. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans and containers shall be maintained at the rear of the residence and shall not be visible from the street. Trash or garbage containers shall not be placed at the street for pickup earlier than 6:00 P.M. of the day prior to scheduled pickup; and after the containers have been emptied, containers shall be returned to the rear of the residence no later than 9:00 P.M. of the day of pickup. Except during the construction of a residence on a lot, all building materials shall be stored in a utility building or in such manner as not to be visible from the street and not to detract from the neighborhood.

23. EASEMENTS. The Association is hereby granted an easement for ingress and egress purposes and drainage purposes over, across, under and through all of the Drainage Easements shown on the plat of the Subdivision for the purpose of providing access for the Association for maintenance and repair of the Drainage Facilities. Easements for drainage and utilities are shown on the plat of the Subdivision. As provided on the Plat of the Subdivision, the Drainage Easements shown on the plat of the Subdivision shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except as approved by the Hillsborough County Administrator. Within the utility easements shown on the plat of the Subdivision, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The Owners of the Lots encumbered by such easements shall keep the easement areas free from obstruction and shall keep the grassed areas within such easement areas cut on a regular basis. The Owners shall have the responsibility to maintain and regularly cut all grassed areas in the Drainage Easements (except for the North Drainage Easement) and shall maintain the swales and contour of the ground in the Drainage Easements (except for the North Drainage Easement) in the condition they were in at the time of the completion of the development of the Subdivision by the Developer.

24. UTILITIES. All utility lines within the Subdivision, including electrical and telephone lines, shall be installed underground.

25. VEGETATION IN RIGHTS-OF-WAY. Each Owner of a Lot agrees to maintain and trim the vegetation in the road right-of-way (except for Miller Road) adjacent to such Owner's Lot and agrees to maintain and trim the vegetation located within all drainage swales, and drainage easements on the owner's lot. However, the maintenance of the Retention Areas shall be the responsibility of the Association. Each purchaser of a Lot acknowledges and understands that lands in the vicinity of a road right-of-way, drainage swale, drainage easement swale or the Retention Areas may be subject to temporary standing water when conditions abnormally increase the rate of flow of storm water runoff to such road right-of-way, drainage easement or the

Retention Areas.

26. FIRE OR CASUALTY. No building within the Subdivision which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such partially or totally destroyed state for a period in excess of six (6) months from the time of such fire or other casualty. If not reconstructed or repaired within such six-month period, the Owner shall promptly raze and remove such dwelling from the Lot. Any repair or reconstruction after casualty shall be in accordance with the original plans and specifications previously approved by the Developer. Any construction or repair which is not in accordance with such original plan shall be resubmitted to the Developer for review and approval. Any such repair and reconstruction shall be pursued diligently and continuously until completed.

27. DURATION. The provisions of this Declaration are imposed upon the Property for a term of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

28. ENFORCEMENT. The Developer, the Association or any Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Developer assumes no responsibility or liability for his failure to enforce the said restrictive covenants and conditions. In the event that the Owner of any Lot fails to perform any repair or maintenance obligation or other affirmative duty or obligation specified in this Declaration, the Association shall have the right, but not the responsibility or duty, to enter upon the Lot and perform such repair and maintenance or perform such other duty or responsibility of the Owner, after providing the Owner at least thirty (30) days prior written notice. In the event of such entry and the performance of such work, the Owner of such Lot shall be obligated to reimburse the Association for the Association's costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Association shall have the right to file a lien against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for assessment. In connection with the entry upon any Lot in the Subdivision for the purpose of carrying out the foregoing rights, the Association may delegate the right of entry and the right to perform such work to such contractor and agents as the Association shall deem appropriate and necessary.

29. SPECIAL EXCEPTIONS AND VARIANCES. The Developer reserves the right to grant exceptions and variances from the strict application of the provisions of

this Declaration and from the strict enforcement of all of the terms, conditions and provisions of this Declaration. Also, the Developer reserves the right to grant consents to encroachments of improvements into easements and waivers of the strict application of the provisions of this Declaration. The granting of the exceptions, variances, consents and waivers shall be within the sole and absolute authority, discretion and opinion of the Developer and the Developer may, in the Developer's sole and exclusive discretion, unreasonably withhold any such exception, variance, consent or waiver. Furthermore, the granting of any such exception, variance, consent or waiver shall not be construed or interpreted to grant, and shall not grant, any right to any other persons upon a subsequent application the right to receive the approval of an application for an exception, variance, consent or waiver.

30. ASSIGNMENT OF RIGHTS. The Developer has reserved certain rights in this Declaration concerning the development of the Property, authorizing exceptions to certain provisions of this Declaration, reviewing plans and specifications, and granting approvals to owners of lots. The Developer may assign and transfer such rights, provided such transfer is made in connection with the sale by the Developer of all of the Developer's then interest in the Property, or is made to the Association.

31. AMENDMENT. Except with respect to matters reserved by the Developer herein, this Declaration may only be amended by the affirmative vote of not less than 2/3 of each class of membership, if there are two classes of membership at the time of the amendment; and if there is only one class of membership at the time of the amendment, then upon the affirmative vote of not less than 2/3 of the membership. So long as there is a Class B membership, prior approval of the Federal Housing Administration or the Veterans' Administration shall be required with respect to any Amendment of this Declaration. Furthermore, without the prior written approval of the Southwest Florida Water Management District, there shall be no amendment to this Declaration which would affect the surface water management system, including the Retention Areas and the drainage facilities and the Association's responsibility for maintenance of the foregoing. An amendment to this Declaration shall be evidenced by an instrument signed by the President of the Association, setting forth the text of the amendment which shall depict the words deleted by lining through such words and the words added by underlining such new words. Such instrument shall also certify that the amendment has been approved by the affirmative vote of not less than 2/3 of each class of the membership, if there are two classes of membership at the time of the amendment, or if there is only one class of membership at the time of the amendment, that the amendment has been approved by the affirmative vote of not less than 2/3 of the membership, and shall be recorded among the public records of Hillsborough County, Florida. Without the prior written consent of not less than 2/3 of the holders of the mortgages encumbering the Lots in the Subdivision, the provision in the Bylaws granting rights to Mortgagees shall not be amended, deleted or diminished in any way.

32. ATTORNEYS FEES AND COSTS. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys fees.

33. SEVERABILITY. The invalidation by any Court of any provision of this Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.

34. BENEFIT. The foregoing restrictive covenants and conditions shall constitute covenants running with the land and the provisions of this Declaration shall be binding upon and shall be for the benefit of all of the present and future owners of any of the lots, their heirs, devisees, personal representatives, grantees, successors and assigns.

SIGNED the day and year first above written.

Signed in the presence of the following two witnesses:

Robert L. Madden
Print Name: ROBERT L. MADDEN

Camille E. Paterson
Print Name: CAMILLE E. PATERSON

RYDER HOMES AND GROVES CO.,
a Florida corporation

By: John V. Verner
John V. Verner
Its Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of May, 2000, by John V. Verner as Vice President of RYDER HOMES & GROVES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.

Anzie L. Stebbins
NOTARY PUBLIC, State at Large
Print Name: _____
My Commission Expires:

(AFFIX NOTARY SEAL)

