

INSTR # 2004142784

O BK 13742 PG 1478

Pgs 1478 - 1480; (3pgs)

RECORDED 04/17/2004 09:31:04 AM

RICHARD AKE CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK C DuVall

Prepared by and return to:

Roger A. Larson, Esq.  
Johnson, Pope, Bokor,  
Ruppel & Burns, LLP  
911 Chestnut Street  
Clearwater, FL 33756

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
DIAMOND HILL SINGLE FAMILY  
ANNEXING DIAMOND HILL PHASE 1A**

THIS AMENDMENT is made this 12<sup>th</sup> day of April, 2004, by THE RYLAND GROUP, INC., a Maryland corporation, whose address is 255 Pine Avenue North, Oldsmar, Florida 34677, hereinafter referred to as "Declarant".

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 Diamond Hill Single Family recorded November 6, 2003, in O.R. Book 13282, Page 0724, of the Public Records of Hillsborough County, Florida (herein, together with any amendments heretofore or hereafter made, collectively called the "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 Diamond Hill Single Family Homeowners Association, Inc., a Florida corporation (the "Association") by the Declarant recording an amendment to the Declaration for such land; and

WHEREAS, Declarant 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".

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 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.

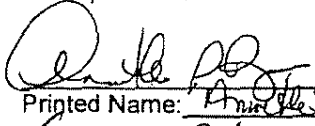

3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.


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:

THE RYLAND GROUP, INC.,  
a Maryland corporation

  
Printed Name: LORI P. KATZMAN  
  
Printed Name: LORI P. KATZMAN


By:   
Print Name: William G. Wright  
As: Division President

(CORPORATE SEAL)

"DECLARANT"

STATE OF FLORIDA )  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of -  
April, 2004, by William G. Wright as Division 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: \_\_\_\_\_

#314835 v1 - RylandDiamondHillSingleFamilyFirstAmendmentPhase1A



**INSTR # 2005026176**

**O BK 14608 PG 1061**

**Pgs 1061 - 1063; (3pgs)**

RECORDED 01/20/2005 11:09:15 AM  
CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK Y Roche

**Prepared by and return to:**

Roger A. Larson, Esq.  
Johnson, Pope, Bokor,  
Ruppel & Burns, LLP  
911 Chestnut Street  
Clearwater, FL 33756

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
DIAMOND HILL SINGLE FAMILY  
ANNEXING DIAMOND HILL PHASE 1A**

THIS AMENDMENT is made this \_\_\_\_ day of January, 2005, by THE RYLAND GROUP, INC., a Maryland corporation, whose address is 255 Pine Avenue North, Oldsmar, Florida 34677, hereinafter referred to as "Declarant".

**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 Diamond Hill Single Family recorded November 6, 2003, in O.R. Book 13282, Page 0724, of the Public Records of Hillsborough County, Florida (herein, together with any amendments heretofore or hereafter made, collectively called the "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 Diamond Hill Single Family Homeowners Association, Inc., a Florida corporation (the "Association") by the Declarant recording an amendment to the Declaration for such land; and

WHEREAS, Declarant 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".

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

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

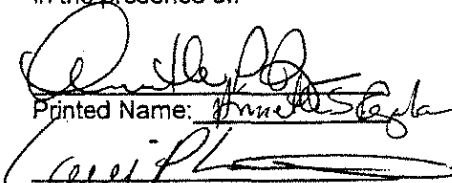
2. The real property described on Exhibit "A" attached hereto shall be annexed and subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time and subject to the jurisdiction and authority of the Association.

3. The 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.

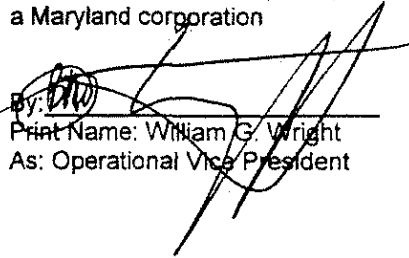
4. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

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: LORI P. KATZMAN

THE RYLAND GROUP, INC.,  
a Maryland corporation

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

(CORPORATE SEAL)

"DECLARANT"

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2005, 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.



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

  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

Lots 307 through 449, Diamond Hill Phase 2, according to the plat thereof recorded in Plat Book 102, Pages 7 through 19, inclusive; Public Records of Hillsborough County, Florida.

361.50

②

FORM FOR THE STATE OF FLORIDA

**INSTR # 2003472152**

**O BK 13282 PG 0724**

**Pgs 0724 - 803; (80pgs)**

RECORDED 11/06/2003 03:35:18 PM

RICHARD AKE CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK G Thompson

This instrument prepared by and to be returned to:

Roger A. Larson, Esq.  
Johnson, Pope, Bokor, Ruppel & Burns, P.A.  
911 Chestnut Street  
Clearwater, FL 33756  
(727) 461-1818

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**DIAMOND HILL SINGLE FAMILY**

THIS DECLARATION, made on the date hereinafter set forth by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Declarant", whose mailing address is: 255 Pine Avenue North, Oldsmar, Florida 34677.

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

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

WHEREAS, Declarant desires to create an exclusive residential community known as "DIAMOND HILL SINGLE FAMILY" 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, DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which Neighborhood 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 DIAMOND HILL SINGLE FAMILY 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. "Board" shall mean the Board of Directors of the Neighborhood Association.

Section 4. "Bylaws" shall mean the Bylaws of the Neighborhood Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

Section 5. "CDD" shall mean the Diamond Hill 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 6. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Master Association, or the CDD for the common use and enjoyment of the Owners. The Common Areas are to be owned by the Master Association or the CDD at the time of conveyance of the first lot is described on **Exhibit "D"** attached hereto and incorporated herein by reference.

Section 7. "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, and shall include the assessments from the Master Association to the Neighborhood Association for the maintenance, repair, replacement and management of the areas of the Master Association responsibility.

Section 8. "Declarant" shall mean and refer to THE RYLAND GROUP, INC., a Maryland corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from THE RYLAND GROUP, INC., unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by THE RYLAND GROUP, INC., as Declarant hereunder with regard thereto.

Section 9. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DIAMOND HILL SINGLE FAMILY and any amendments or modifications thereof hereafter made from time to time.

Section 10. "Dwelling" shall mean and refer to each and every single-family residential unit constructed on any lot.

Section 11. "Developer" shall mean and refer to THE RYLAND GROUP, INC., a Maryland corporation, its successors and assigns.

Section 12. "FHA" shall mean and refer to the Federal Housing Administration.

Section 13. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Neighborhood Association of its holdings.

Section 14. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 15. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 16. "Golf Course" shall mean and refer to the Diamond Hill Golf Course that abuts certain of the Properties and all lands, amenities, facilities, and clubhouse owned by the Golf Course Owner that are included within the Golf Course.

Section 17. "Golf Course Lot" shall mean and refer to those Lots that abut any part of the Golf Course.

Section 18. "Golf Course Owner" shall mean and refer to the owner of the Golf Course, which is currently Dennis Lee and Sun Ok Lee, husband and wife, their personal representatives, successors and assigns.

Section 19. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 20. "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 21. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 22. "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 23. "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 24. "Master Association" shall mean and refer to DIAMOND HILL MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 25. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for DIAMOND HILL, together with any recorded amendments thereto, recorded in the Public Records of Hillsborough County, Florida.

Section 26. "Master Plan" shall mean and refer to the Master Development Plan for DIAMOND HILL 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 27. "Neighborhood Association" shall mean and refer to the neighborhood association of DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 28. "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 29. "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 Master 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 30. "Plat" shall mean and refer to the plat of DIAMOND HILL Phase 1 B Unit 1 recorded in Plat Book 96 at Page 25 and DIAMOND HILL Phase 1 B Unit 2 recorded in Plat Book 96 at Page 26 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 31. "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration.

Section 32. "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 33. "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 Neighborhood Association the Master Association and the CDD. The purpose of the Neighborhood 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 Neighborhood Association including irrigation servicing such Common Areas that are the responsibility of the Neighborhood Association or other areas designated by the Board of Directors, and take such other action as the Neighborhood Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration. The Master 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 Master 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 Master 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 Neighborhood or Master Association, as its agent, to perform such maintenance at the Neighborhood or Master 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 Neighborhood 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 Neighborhood 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 Neighborhood 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, Master Association and the Neighborhood 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 Master Association and the Neighborhood 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 or the Master 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, Neighborhood 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, Neighborhood 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, the Master Association and for the Neighborhood 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 Master Association or the Neighborhood Association, as the case may be, shall have the obligation, at the Master Associations or Neighborhood 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) Neighborhood 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.

**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 South West 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. MASTER 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 Master 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 Neighborhood Association the Master 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, are located on land that is owned by the CDD or the Association, or is located on land that is subject to an easement in favor of the CDD or the Association and its successors.

#### **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 Master 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 Master 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 Master 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 Master 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 Master 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 Master 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 Neighborhood Association, subject to and bound by the Neighborhood 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 Neighborhood 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 Neighborhood 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 NEIGHBORHOOD ASSOCIATION**

Section 1. Responsibilities. The Neighborhood 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 Neighborhood Association shall also maintain and care for the land designated in Article I hereof, in the manner therein required. The Neighborhood 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 Neighborhood 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 Neighborhood Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Neighborhood 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 Neighborhood 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 Neighborhood Association's Articles or Bylaws.

Section 4. Insurance. The Neighborhood 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 Neighborhood Association additionally shall cause all persons responsible for collecting and disbursing Neighborhood 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. The Lot Owner shall be obligated to file with the Association, certificates of insurance evidencing the insurance required.

Section 5. Implied Rights. The Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Association appointed by the Board of Directors who are not officers, directors, or employees of the Neighborhood 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 Neighborhood Association pursuant to Florida Statute Chapter 720. The Neighborhood 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 Neighborhood Association entitled to cast votes have approved such action by a vote of 75% of all of the voting membership in the Neighborhood Association, at a duly called meeting of the membership of the Neighborhood Association. This prohibition and/or limitation shall not be construed, however, to preclude the Neighborhood Association from responding to a counterclaim, crossclaim or third party complaint where the Neighborhood Association has been brought as a party in such litigation nor shall it be interpreted to preclude an action on behalf of the Neighborhood 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 Neighborhood 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.

Section 2. Purpose of Assessments. The assessments levied by the Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Association; the maintenance, repair and replacement of boundary walls required or permitted to be maintained by the Neighborhood 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. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual Common Expenses assessment per Lot shall be twenty-five and no/100 Dollars (\$25.00).

(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 Neighborhood 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 Neighborhood Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Neighborhood 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 Neighborhood 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. The Declarant may at any time, give thirty (30) days prior written notice to the Neighborhood 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 Neighborhood Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Neighborhood Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Neighborhood Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of

the Neighborhood Association as to the status of assessments on a Lot shall be binding upon the Neighborhood Association as of the date of its issuance.

Section 16. Cable Television. 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 cable television services to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Master 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 cable television service.

Section 17. 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 Master 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 18. 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 Master 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 - HUD AND VA APPROVAL

Section 1. HUD, FHA or VA Approval. Provided the Properties have been approved by either HUD, FHA or VA, then as long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Neighborhood Association;
- (c) Amendment of the Bylaws of the Neighborhood Association;
- (d) Dissolution of the Neighborhood Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Section 2. FNMA Requirements. Upon written request to the Neighborhood 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 Neighborhood 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 one thousand fifty (1,050) 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 Master Association, as the case may be, and shall be a Common Expense. The CDD and/or the Master 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 two (2) 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. Notwithstanding anything set forth herein, the following shall prevail: (i) no fencing shall be permitted on a Golf Course Lot; (ii) Lots that have a width of fifty (50) feet or sixty (60) feet and not a Golf Course Lot, shall use the standard set forth in **Exhibit "E"**; (iii) Lots that have a width of eighty (80) feet or one hundred (100) feet, and not a Golf Course Lot shall use the Standard set forth in **Exhibit "H"**.

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 aforescribed 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 devices 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 Neighborhood 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 Neighborhood 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.

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 Design Review Board. Any such request submitted to the Design Review Board shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground. 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. In no event shall more than one (1) sign ever be placed on any Lot. A standard real estate broker sign substantially meeting these requirements may be placed on the Lot without Design Review Board approval. 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 Neighborhood 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 Neighborhood Association for their approval.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Neighborhood 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 Neighborhood 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.

## 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 DIAMOND HILL SINGLE FAMILY 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 DIAMOND HILL SINGLE FAMILY. 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 DIAMOND HILL SINGLE FAMILY or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, 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 DIAMOND HILL SINGLE FAMILY 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 DIAMOND HILL SINGLE FAMILY.

Section 5. Design Standards and Design Review Manual for DIAMOND HILL SINGLE FAMILY.

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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Fifty Dollars (\$50.00). 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 thirty (30) 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 thirty (30) 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 Neighborhood 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 Neighborhood 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 Neighborhood Association through its President, Secretary or other officer of the Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Association provided such amendment by the Neighborhood 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 Neighborhood 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, including, but not limited to the lands described on **Exhibit "F"** ("Eligible Properties") may be brought within the jurisdiction and control of the Neighborhood 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 Neighborhood 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 Neighborhood Association or its members, to bring within the jurisdiction and control of the Neighborhood 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 Neighborhood 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 Neighborhood 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 each class of members of the Neighborhood 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 Neighborhood 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.

Section 14. Master Association. In addition to the terms of this Declaration, and the Articles and Bylaws of the Neighborhood Association, all Lots are also subject to the terms and provisions of the Master Declaration. All Owners automatically become members of the Master Neighborhood Association and are subject to the Master Declaration, Articles of Incorporation, Bylaws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

### ARTICLE XIII – COMMUNITY DEVELOPMENT DISTRICT

Section 1. Community Development District. The Master Plan for development of the Diamond Hill Project consists of the real property set forth and described on **Exhibit "G"** attached ("Diamond Hill Project"). The Diamond Hill Project consists of a subdivision consisting of single family detached dwellings and single family dwellings ("Patio Homes"). 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 Diamond Hill Project to the Community Development District. This reservation in the Developer shall not create an obligation to commit the Diamond Hill Project 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 Diamond Hill 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 Diamond Hill 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 the Diamond Hill Project are not committed to a Community Development District, the maintenance, repair, replacement, management and operation of such amenities shall be the responsibility of the Master Association to the extent that they are not dedicated to a public authority. The obligation of the Master 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 the Diamond Hill Project.

Section 3. Transfer of Obligations. The Declarant, Neighborhood Association or Master 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 Neighborhood Association may transfer its right, duties, powers and obligations hereunder to the Master Association. Upon the execution and filing of such Assignment wherein such rights, duties, powers and obligations are assigned to the CDD, or to the Master Association, and the same are assumed by the CDD, or the Master Association, then this Declaration shall be automatically amended to insert where ever such rights, duties, powers and obligations are granted to the Declarant, Neighborhood Association or Master Association herein, the same shall be the rights, duties, powers and obligations of the CDD, or the Master 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 DIAMOND HILL 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 Neighborhood 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 – GOLF COURSE COVENANTS**

Section 1. Protective Covenants. In addition to the restrictive covenants set forth in this Declaration, the following protective covenants, conditions and restrictions ("Golf Course Covenants") shall constitute covenants running with the Properties and shall be binding upon the Lot Owners and shall inure to the benefit of the Golf Course Owner. With respect to the Golf Course Lots the Golf Course Covenants shall control where other terms of this Declaration may conflict.

Section 2. Golf Course Facilities. The Golf Course Owner may from time to time provide club facilities within the Golf Course. Such facilities do not form a part of the common areas and neither the Neighborhood Association, Master Association, the CDD nor any lot owner shall have any say in such facilities. The Golf Course Owner has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the golf course and its facilities shall be used, if at all. By way of example, but not by way of limitation, such owner has the right to approve users and determine eligibility for use, to terminate any and all facilities to transfer any or all of the property or operation thereof to anyone (including without limitation a member owned or equity club) and on any terms to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, dues and other charges for such privileges. Anyone not playing golf as approved by the golf course Owner is strictly prohibited from being on the golf course, including but not limited to cart paths for any reason including but not limited to jogging, skateboarding, walking and biking. Ownership of lots and membership in the Neighborhood Association or Master Association does not give vested rights or easements, prescriptive or otherwise to use the golf course, and does not grant any ownership or membership interest in the golf course.

Section 3. Assumption of Risk by Owner of Golf Course Lot. Neither the Declarant, Golf Course Owner or the Neighborhood Association or Master Association shall be responsible or liable in any way for any disputes between an Owner and any person using the golf course. All owners of a Golf Course Lot, by acceptance of delivery of a deed to the respective Golf Course Lot assume all risk associated with errant golf balls, and all owners of Golf Course Lots agree and covenant not to make any claim or institute any action whatsoever against the Declarant, the Golf Course Owner or the respective assigns arising or resulting from any errant golf balls activities and use of the Golf Course, any damages that may be caused thereby, or for negligent design of the golf course or positioning of a dwelling unit on a Golf Course Lot.

Section 4. Retrieval of Errant Golf Balls. There exists as shown and described on the Plat a Golf Ball Retrieval and Landscape Easement ("Easement") which has been reserved by the Declarant herein for future conveyance to the Lot Owner which permits the user of the Golf Course in play to retrieve errant golf balls by entering upon the rear five (5) feet of a Golf Course Lot. Each owner of a Golf Course Lot accepts and acknowledges the right of ball retrieval established by such easement. All Golf Course Members, and guests, playing shall have a perpetual, non-exclusive easement in their favor over the Golf Course Lots consistent with the Easement so at reasonable times and in a reasonable manner to come upon the rear yards of the Golf Course Lots to the extent permitted to retrieve errant golf balls only; provided that the exercise of the use of this Easement does not unreasonably interfere with the activities of the Lot Owner of the Golf Course Lot at the respective time of the exercise of the right of Easement. In addition their shall be planted and maintained trees in the five (5) foot easement, which trees shall be planted and maintained by the Lot Owner.

Section 5. Disclosure. Declarant does hereby notify and disclose to all prospective purchasers of Lots within the Diamond Hill Project that lying adjacent to and within reasonable proximity of said Project is a Golf Course. In this regard, Declarant states and discloses the following:

(i) Neither Declarant nor any related entity of Declarant has any proprietary or financial interest whatsoever in the Golf Course.

(ii) Declarant has no legal right whatsoever to establish rules and regulations for the use, maintenance or operation of the Golf Course.

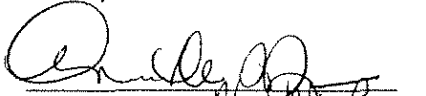
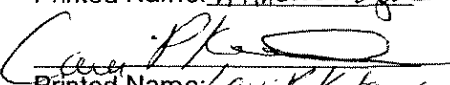
(iii) The purchase of a Lot in the Project and becoming a member of the Neighborhood Association, the Master Association or the CDD does not grant any rights whatsoever to an Owner for the use or enjoyment of the Golf Course.

**ARTICLE XV – WAIVER OF JURY TRIAL**

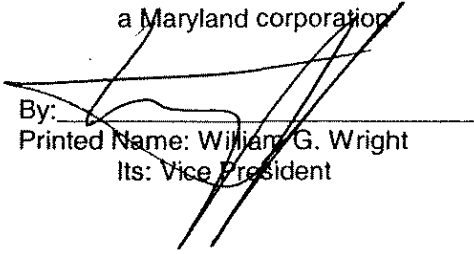
In the event there is a dispute concerning the rights, obligations or remedies of an Owner or Declarant under this Declaration, such matter will be submitted to a court of competent jurisdiction. DECLARANT AND ALL OWNERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH 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 IMPLICITLY, THAT DECLARANT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THE FORGOING WAIVER.

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 24<sup>th</sup> day of October, 2003.

Signed, sealed and delivered  
in the presence of:

  
Printed Name: Annelle Byrnes  
  
Printed Name: Lori Katzman

THE RYLAND GROUP, INC.  
a Maryland corporation

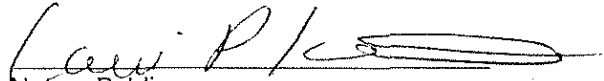
  
By: \_\_\_\_\_  
Printed Name: William G. Wright  
Its: Vice President

"DECLARANT"

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of October, 2003, by William G. Wright, Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the company, who  is personally known to me or who  has produced a drivers license as identification.



Notary Public

Printed Name: \_\_\_\_\_

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" - Eligible Properties
- Exhibit "G" - Diamond Hill Project
- Exhibit "H" - Fencing Specifications for 80 and 100 foot Lots



#281693 v1 - Diamond Hill Dec for Single Family


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 1 through 11, inclusive and Lots 42 through 53, inclusive, Diamond Hill Phase 1B, Unit 1, per Plat Book 96, page 25 of the Public Records of Hillsborough County, Florida

Lots 12 through 41, inclusive and Lots 54 through 72, inclusive, Diamond Hill Phase 1B, Unit 2, per Plat Book 96, page 26 of the Public Records of Hillsborough County, Florida

EXHIBIT "B"

# State of Florida



Department of State

I certify from the records of this office that DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 23, 2003.

The document number of this corporation is N03000009262.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 503A00058067-102403-N03000009262-1/1, noted below.

Authentication Code: 503A00058067-102403-N03000009262-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-fourth day of October, 2003



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

October 24, 2003

DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.  
255 PINE AVE. NORTH  
OLDSMAR, FL 34677

The Articles of Incorporation for DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC. were filed on October 23, 2003, and assigned document number N03000009262. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H03000302757.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Alan Crum  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 503A00058067

**ARTICLES OF INCORPORATION**  
**OF**  
**DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

**ARTICLE I - NAME**

The name of this corporation is DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II - PRINCIPAL OFFICE**

The initial principal office of this Association shall be located at 255 Pine Avenue North, Oldsmar, Florida 34677, which office may be changed from time to time by action of the Board of Directors.

**ARTICLE III - REGISTERED OFFICE AND AGENT**

The name and street address of the initial registered agent and office of the Association shall be ROGER A. LARSON, JOHNSON, POPE, BOKOR, RUPPEL & BURNS, P.A., 911 Chestnut Street, Clearwater, Florida 33756.

**ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain real property, herein called the "Properties", described in that certain Declaration of Covenants, Conditions and Restrictions for DIAMOND HILL SINGLE FAMILY, now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein called the "Declaration", relating to the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

The purpose of the Neighborhood Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System ("SWMS"), should the CDD not perform, defined as, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties, if any, including, but not limited to, the sidewalks, irrigation, lighting, landscaping, walls, signage, gates, curbing, roadways and 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 Neighborhood 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 Neighborhood Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration. It is contemplated that the Master Association or the CDD may be given the responsibility of operating, managing, repairing and maintaining portions of the Common Area.

. For the foregoing purposes, this Association is empowered to:

Prepared by:  
Roger A. Larson, Esquire  
911 Chestnut Street  
Clearwater, FL 33756  
727-461-1818  
FL Bar No. 0108435

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided;

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(4) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members;

(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members;

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(10) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration;

(11) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise; and

(12) Notwithstanding anything set forth in these Articles, the Bylaws or the Declaration to the contrary, and provided the Association and the Declaration have been approved by HUD/VA, then in the event of annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, such shall require the approval of HUD/VA so long as there is a Class B membership.

(13) In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the 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 Southwest Florida Water Management District ("SWFMD") determines that the area(s) is successful in accordance with the Environmental Resource Permit.



(14) The purpose of the Association, should the CDD not perform, shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System Facilities ("SWMS") defined as, including, but 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, and/or related appurtenances which may be located within the Properties.

**ARTICLE V - MEMBERSHIP AND VOTING RIGHTS**

A. This Association shall be a membership corporation, without certificates of shares of stock.

B. Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the Bylaws of the Association.

C. The share of an owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of such owner's or member's Lot.

D. Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot.

**ARTICLE VI - BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors, and thereafter shall consist of not less than three (3) nor more than nine (9) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, directors need not be members of the Association. The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall die, resign or be removed, are:

| <u>NAME</u>       | <u>ADDRESS</u>                                  |
|-------------------|---|
| Mark Johnson      | 255 Pine Avenue North<br>Oldsmar, Florida 34677 |
| Joseph M. Fontana | 255 Pine Avenue North<br>Oldsmar, Florida 34677 |
| Donald Sharp      | 255 Pine Avenue North<br>Oldsmar, Florida 34677 |

The initial Board of Directors herein designated shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year, and until their successors have been duly elected and qualified. So long as Class B membership shall exist, any member of the Board of Directors may be removed, with or without cause, but only by the Class B member, and any vacancies occurring on the Board of Directors shall only be filled by appointment by the Class B member.

**ARTICLE VII - OFFICERS**

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws, and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>NAME</u>       | <u>OFFICE</u>           | <u>ADDRESS</u>                                  |
|-------------------|-------------------------|---|
| Mark Johnson      | President               | 255 Pine Avenue North<br>Oldsmar, Florida 34677 |
| Joseph M. Fontana | Vice President          | 255 Pine Avenue North<br>Oldsmar, Florida 34677 |
| Donald Sharp      | Secretary/<br>Treasurer | 255 Pine Avenue North<br>Oldsmar, Florida 34677 |

**ARTICLE VIII - SUBSCRIBER**

The name and address of the subscriber to these Articles of Incorporation is as follows:

| <u>NAME</u>     | <u>ADDRESS</u>                              |
|-----------------|---|
| Roger A. Larson | 911 Chestnut Street<br>Clearwater, FL 33756 |

**ARTICLE IX - DISSOLUTION**

The Association shall exist in perpetuity. Provided, this Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets, including the surface water management system, of this Association shall be dedicated to an appropriate public body or agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

**ARTICLE X - BYLAWS**

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

**ARTICLE XI - AMENDMENT OF ARTICLES**

A. These Articles of Incorporation may be amended, from time to time, as follows:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third (1/3) of the voting members of the Association.

(3) Except as elsewhere provided, an amendment shall be adopted if approved by not less than seventy-five percent (75%) of the vote of the voting members duly qualified to vote.

B. No amendment shall make any change in the qualifications for membership nor the voting rights or property rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon Lots.

C. No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration.

D. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of Hillsborough County, Florida.

E. If the Association has been approved by HUD/VA, then for so long as there is a Class B membership, HUD/VA shall have the right to veto amendments to these Articles.

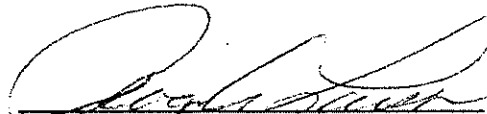
**ARTICLE XII - INDEMNIFICATION**

Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIII - INTERPRETATION**

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 23 day of October, 2003.



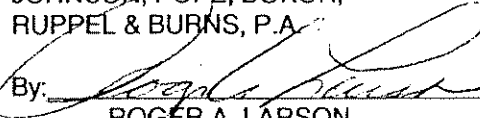
ROGER A. LARSON  
Subscriber

**ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process for DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., at the place designated in these Articles of Incorporation, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provisions of the laws of the State of Florida relative to keeping such open office.

Dated this 23 day of October, 2003.

JOHNSON, POPE, BOKOR,  
RUPPEL & BURNS, P.A.

By: 

ROGER A. LARSON  
Registered Agent

Registered Office:

911 Chestnut Street  
Clearwater, FL 33756

Principal Corporation Office:

255 Pine Avenue North  
Oldsmar, Florida 34677

EXHIBIT "C"

**BYLAWS**  
**OF DIAMOND HILL SINGLE FAMILY**  
**HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I - NAME AND LOCATION**

Section 1. Name. The name of the corporation is DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

Section 2. Location. The principal office of the Association shall be located at 255 Pine Avenue North, Oldsmar, Florida 34677, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II - 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 DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, and any and all amendments or modifications thereof.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean these Bylaws, including any and all amendments or modifications thereof.

Section 5. "CDD" shall mean the Diamond Hill Community Development District, a community development district created pursuant to F.S. Chapter 190.

Section 6. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association, the Master Association, or the CDD for the common use and enjoyment of the Owners.

Section 7. "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, and shall include the assessments from the Master Association to the Neighborhood Association for the maintenance, repair, replacement and management of the areas of the Master Association responsibility.

Section 8. "Declarant" shall mean and refer to THE RYLAND GROUP, INC., a Maryland corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from THE RYLAND GROUP, INC., unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by THE RYLAND GROUP, INC., as Declarant hereunder with regard thereto.

Section 9. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DIAMOND HILL SINGLE FAMILY and any amendments or modifications thereof hereafter made from time to time.

Section 10. "Dwelling" shall mean and refer to each and every single family residential unit constructed on any lot.

Section 11. "Developer" shall mean and refer to THE RYLAND GROUP, INC., a Maryland corporation, its successors and assigns.

Section 12. "FHA" shall mean and refer to the Federal Housing Administration.

Section 13. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Neighborhood Association of its holdings.

Section 14. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 15. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 16. "Golf Course" shall mean and refer to the Diamond Hill Golf Course that abuts certain of the Properties and all lands, amenities, facilities, and clubhouse owned by the Golf Course Owner that are included within the Golf Course.

Section 17. "Golf Course Lot" shall mean and refer to those Lots that abut any part of the Golf Course.

Section 18. "Golf Course Owner" shall mean and refer to the owner of the Golf Course, which is currently Dennis Lee and Sun Ok Lee, husband and wife, their personal representatives, successors and assigns.

Section 19. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 20. "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 21. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 22. "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 23. "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 24. "Master Association" shall mean and refer to DIAMOND HILL MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 25. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for DIAMOND HILL, together with any recorded amendments thereto, recorded in the Public Records of Hillsborough County, Florida.

Section 26. "Master Plan" shall mean and refer to the Master Development Plan for DIAMOND HILL 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 27. "Neighborhood Association" shall mean and refer to this association of DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 28. "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 29. "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 CDD of Master Association, 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 30. "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration.

Section 31. "VA" shall mean and refer to the Veterans Administration.

### **ARTICLE III - MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually on such day and at such time as may be directed by the Board of Directors from time to time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Voting Members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of either or both classes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board of Directors.

#### **ARTICLE IV - BOARD OF DIRECTORS**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, Directors need not be Members of the Association. The Members, by majority vote at which a quorum is present at an annual or special meeting, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than three (3) Directors.

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve. Provided that so long as there is a Class B member Declarant shall have the right to name Directors.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor, providing that so long as there is a Class B membership Declarant shall have the right to name successor Directors.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

#### **ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### **ARTICLE VI - MEETINGS OF DIRECTORS**



Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

- (a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX - COMMITTEES**

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

**ARTICLE X - BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

**ARTICLE XII - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

**ARTICLE XIII - AMENDMENT**

Section 1. These Bylaws may be amended, from time to time at a regular or special meeting of the Directors, by a majority vote of the Directors.

Section 2. No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration. If the Association is approved by HUD/VA, then for so long as there is a Class B membership, HUD/VA shall have the right to veto amendments to these Bylaws.

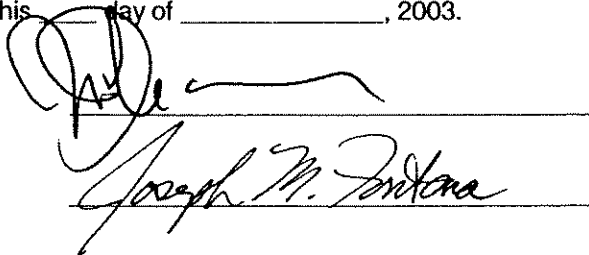
**ARTICLE XIV - CONFLICTS**

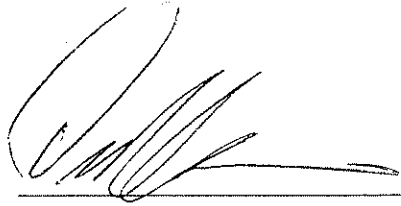
In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of DIAMOND HILL HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Mark Johnson, Director

Joseph M. Fontana, Director





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Donald Sharp, Director

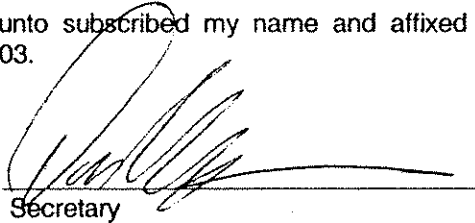
**CERTIFICATION**

I, Donald Sharp do hereby certify that:

I am the duly elected and acting Secretary of DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and,

The foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 24<sup>th</sup> day of October, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 24<sup>th</sup> day of October, 2003.



---

Secretary

(CORPORATE SEAL)

**HISTORY OF BYLAWS**

The initial Bylaws of DIAMOND HILL SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., were first adopted on October 24, 2003. All Amendments made subsequent to said date are listed below:

**AMENDMENTS**

| <b>CHANGE NUMBER</b> | <b>DATE OF ADOPTION</b> | <b>BY WHOM ADOPTED</b> | <b>SECTIONS AMENDED</b> |
|----------------------|-------------------------|------------------------|-------------------------|
|                      |                         |                        |                         |
|                      |                         |                        |                         |
|                      |                         |                        |                         |
|                      |                         |                        |                         |
|                      |                         |                        |                         |

**EXHIBIT "D"**  
**COMMON AREA**

NONE

EXHIBIT "E"  
FENCING SPECIFICATIONS  
PREMIUM

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 DRB 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 DRB 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 DRB, 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 DRB 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 DRB'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 DRB 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 DRB 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 wood or 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 wood, 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 DRB. 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.

#### 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. This 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.


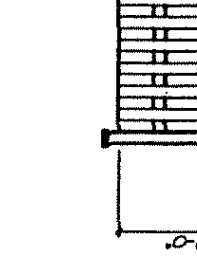
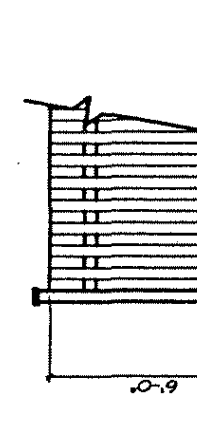
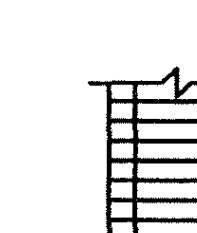

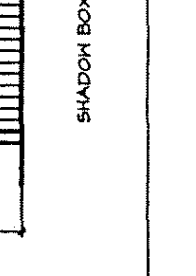
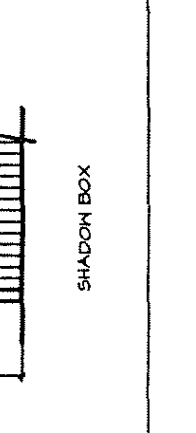

On a non-amenity interior Lot, privacy fencing is permitted. Fencing must be placed along the rear and side of the Lot lines. Side yard fencing may not extend closer than ten (10') feet from the front of the elevation of the Dwelling.

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 DRB shall require a site plan showing the proposed fence location and the proposed attachment to the existing fence and the DRB 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.

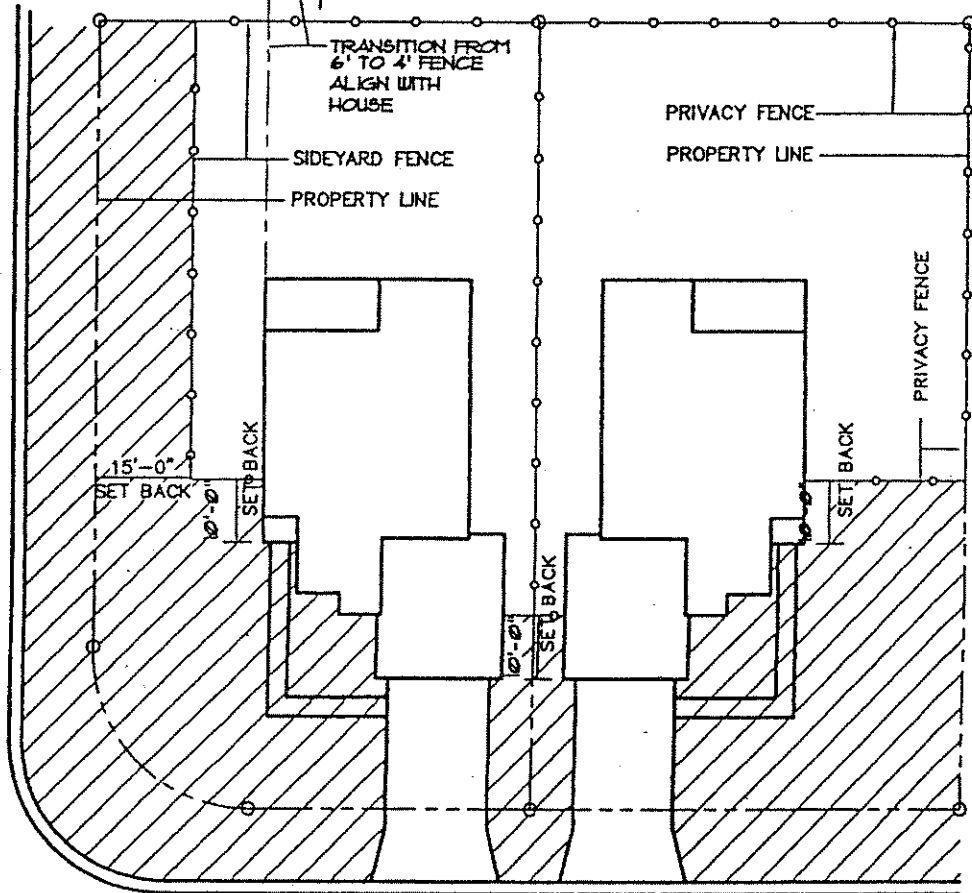
On an amenity Lot, two (2) types of fences are permitted, Privacy and Amenity (see Fencing and Wall Specifications above). Privacy fencing must be placed along the side property line, no closer than ten (10') feet from the front of the Dwelling and must terminate on the same horizontal plane as the rear 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 Exhibit "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).

| MASONRY/ PRIVACY WALL  | AMENITY FENCE  | PRIVACY FENCE   | 4' SIDE YARD FENCE   |
|--|--|---|--|
|  <p>RAISED STUCCO BANDING</p> <p>6'-0"</p> <p>2'-0"</p> |  <p>4'-0"</p> |  <p>6'-0"</p> <p>SHADOW BOX</p>     |  <p>4'-0"</p> <p>SHADOW BOX</p>     |
|  <p>RAISED STUCCO BANDING</p> <p>6'-0"</p> <p>2'-0"</p> |  <p>4'-0"</p> |  <p>6'-0"</p> <p>BOARD ON BOARD</p> |  <p>4'-0"</p> <p>BOARD ON BOARD</p> |

ATTACHMENT "A" (APPROVED FENCE/WALL TYPES)

4' HIGH SIDE  
YARD FENCE 8'-0" 6' HIGH PRIVACY  
FENCE

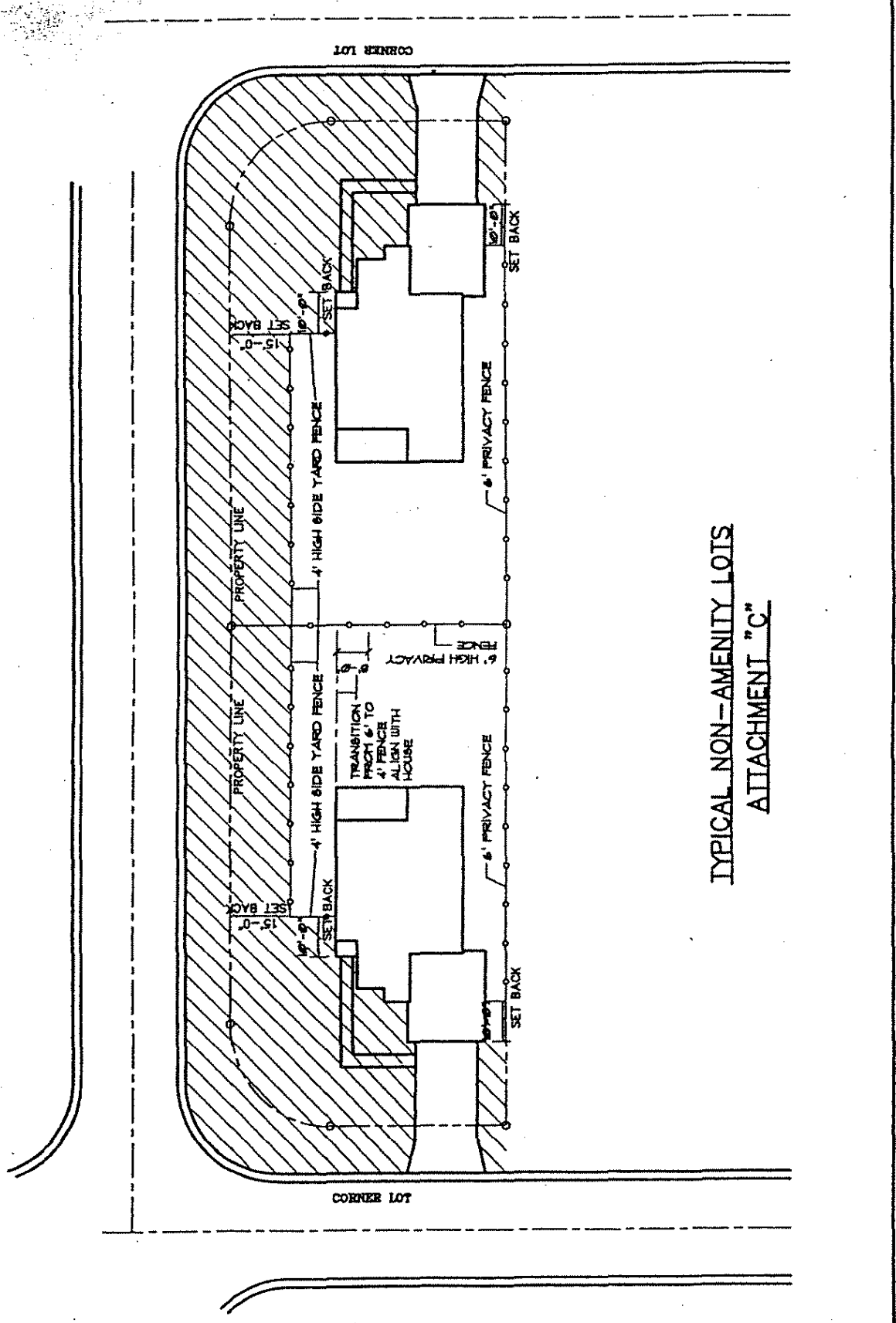


CORNER LOT

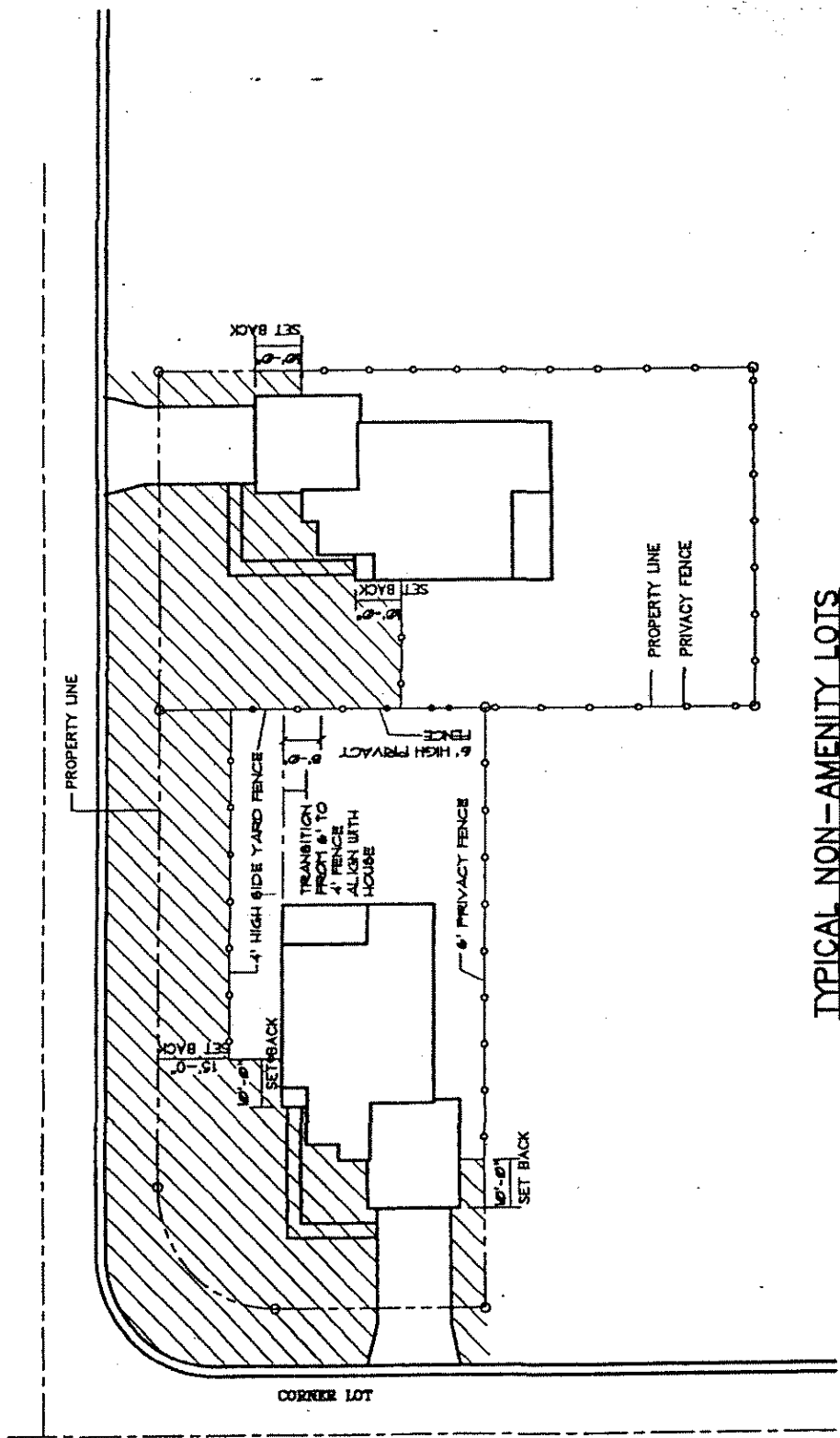
BASIC LOT

TYPICAL NON-AMENITY LOTS

ATTACHMENT "B"

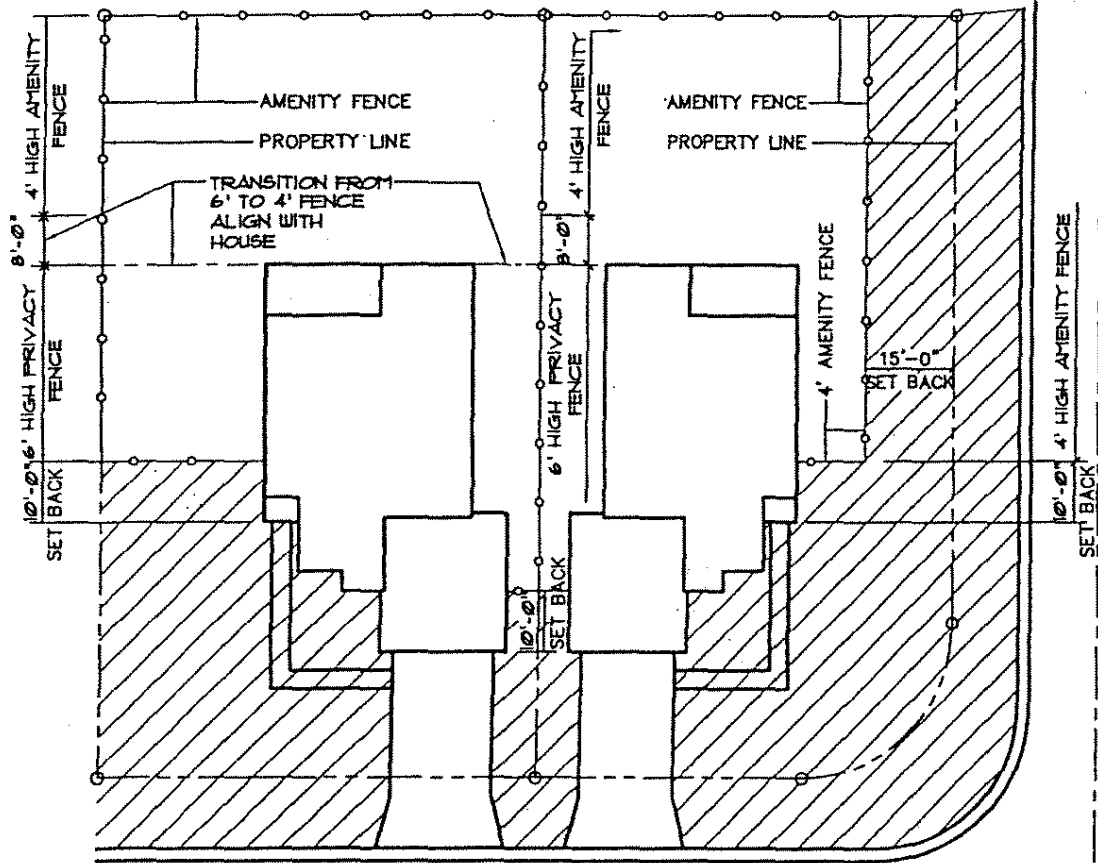


TYPICAL NON-AMENITY LOTS  
ATTACHMENT "C"



TYPICAL NON-AMENITY LOTS  
ATTACHMENT "D"

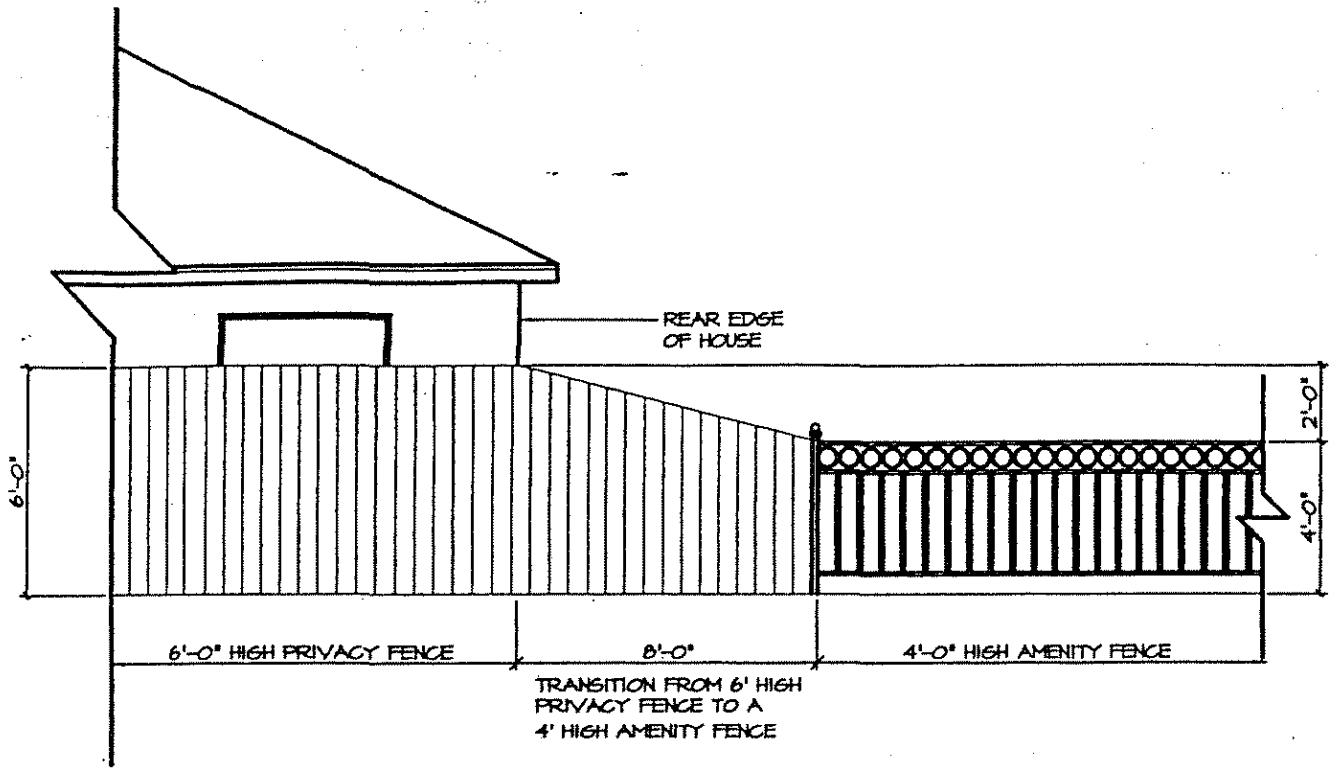
LAKE



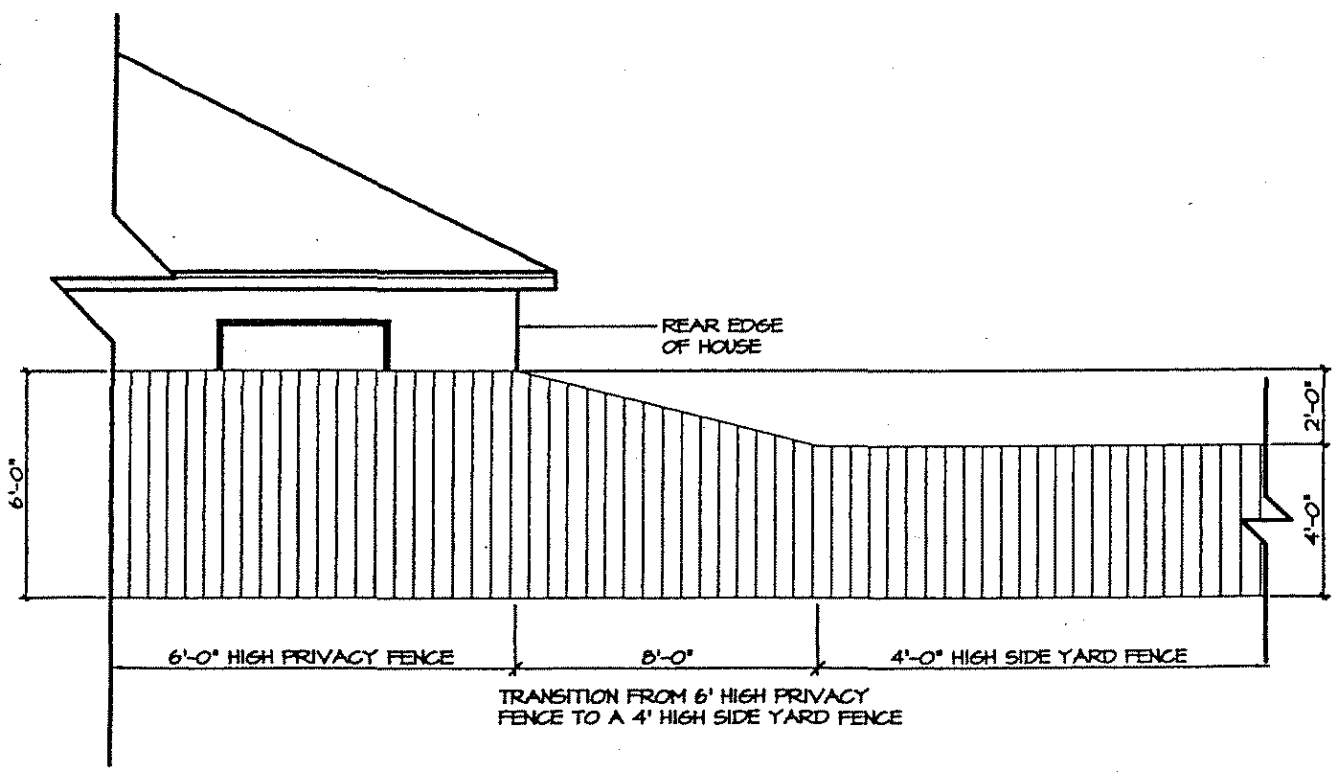
BASIC LOT

CORNER LOT

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"

EXHIBIT "F"

A parcel of land being a portion of that certain property as described in Official Records Book 1163, Page 481, a portion of that certain property as described in Official Records Book 1217, Page 681, a portion of that certain property as described in Official Records Book 3388, Page 1356, a portion of that certain property as described in Official Records Book 4394, Page 1319, and a portion of that certain property as described in Official Records Book 5733, Page 432, all of the Public Records of Hillsborough County, Florida, lying within Sections 17 and 18, Township 29 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida; thence S00°23'41"W, along the East line of said Northeast 1/4 of Section 18 (being the basis of bearings for this description), for 30.00 feet to the point of intersection with the South Right-of-Way line of Sydney Road as described in Official Records Book 3388, Page 1356 of the Public Records of Hillsborough County, Florida, same being the point of intersection with a Northerly line of that certain property as described in said Official Records Book 3388, Page 1356, same also being the point of intersection with a line 30.00 feet South of and parallel with the North line of the Northwest 1/4 of Section 17, Township 29 South, Range 21 East, Hillsborough County, Florida, same also being POINT OF BEGINNING NUMBER 1; thence leaving said East line of the Northeast 1/4 of Section 18, S89°11'45"E, along said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, same being said line 30.00 feet South of and parallel with the North line of the Northwest 1/4 of Section 17, same also being said Northerly line of that certain property as described in Official Records Book 3388, Page 1356 and a Northerly line of that certain property as described in Official Records Book 5733, Page 432 of the Public Records of Hillsborough County, Florida, respectively, for 1,436.32 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 5733, Page 432, same also being the point of intersection with a line 100.00 feet East of and parallel with the West line of the East 1/2 of said Northwest 1/4 of Section 17; thence leaving said South Right-of-Way line of Sydney Road, S00°13'17"W, along said Easterly line of that certain property as described in Official Records Book 5733, Page 432, same being said line 100.00 feet East of and parallel with the West line of the East 1/2 of the Northwest 1/4 of Section 17, for 2,608.16 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 5733, Page 432, same being the point of intersection with the South line of said Northwest 1/4 of Section 17; thence N89°24'31"W, along said Southerly line of that certain property as described in Official Records Book 5733, Page 432 and a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, respectively, same being said South line of the Northwest 1/4 of Section 17, for 1,444.17 feet to the Southwest corner of said Northwest 1/4 of Section 17, same being the Southeast corner of said Northeast 1/4 of Section 18, same also being the point of intersection with an Easterly line of said certain property as described in Official Records Book 3388, Page 1356, same also being REFERENCE POINT NUMBER 2; thence S00°23'59"W, along said Easterly line of that certain property as described in Official Records Book 3388, Page 1356, same being the East line of the Southeast 1/4 of said Section 18, for 1,121.79 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with a line 200.00 feet North of and parallel with the South line of the North 1/2 of said Southeast 1/4 of Section 18; thence leaving said Easterly line of that certain property as described in Official Records Book 3388, Page 1356, S89°55'40"W, along said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, same being said line 200.00 feet North of and parallel with the South line of the North 1/2 of the Southeast 1/4 of Section 18, for 850.03 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 3388, Page 1356; thence leaving said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, S00°23'59"W, along said Easterly line of that certain property as described in Official Records Book 3388, Page 1356, for 200.01 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with said South line of the North 1/2 of the Southeast 1/4 of Section 18; thence leaving said

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DESCRIPTION.

PROJECT No.  
506-30



**FLORIDA DESIGN CONSULTANTS, INC.**  
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS

2639 McCormick Dr. Clearwater FL, 33759  
Tel. (727) 724-8422 - Fax: (727) 724-8606

DATE:  
9/8/03

DRAWN BY:

FIGURE:

1



Easterly line of that certain property as described in Official Records Book 3388, Page 1356, S89°55'40"W, along said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, and the Westerly extension of said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, same being said South line of the North 1/4 of the Southeast 1/4 of Section 18, for 1,814.77 feet to the point of intersection with a Southerly line of that certain property as described in Official Records Book 4394, Page 1319 of the Public Records of Hillsborough County, Florida, same being the point of intersection with the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 18, same also being the point of intersection with the North-South centerline of said Section 18, same also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence leaving said Westerly extension of a Southerly line of that certain property as described in Official Records Book 3388, Page 1356, N89°49'05"W, along said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South line of the Northeast 1/4 of the Southwest 1/4 of Section 18, for 25.00 feet to the point of intersection with a Westerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with an Easterly line of that certain property as described in Official Records Book 4824, Page 1311 of the Public Records of Hillsborough County, Florida, same also being REFERENCE POINT NUMBER 3; thence the following six (6) courses along said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said Easterly line of that certain property as described in Official Records Book 4824, Page 1311; (1) thence leaving said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, N00°25'24"E, for 88.54 feet; (2) thence N30°08'22"W, for 1,087.63 feet; (3) thence N00°22'37"E, for 301.93 feet; (4) thence N00°21'11"E, for 1,323.62 feet; (5) thence N00°24'11"E, for 661.89 feet; (6) thence N01°26'30"W, for 636.98 feet to the point of intersection with a Northerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the South Right-of-Way line of Sydney Road according to said Official Records Book 4394, Page 1319, same also being the point of intersection with a line 25.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 18; thence leaving said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, S89°51'03"E, along said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South Right-of-Way line of Sydney Road according to Official Records Book 4394, Page 1319, same also being a line 25.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 18, for 575.87 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the West Right-of-Way line of Vickers road according to Official Records Book 1163, Page 481 of the Public Records of Hillsborough County, Florida, same also being the point of intersection with a line 25.00 feet West of and parallel with the North-South centerline of said Section 18; thence leaving said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, S00°25'24"W, along said Easterly line of that certain property as described in Official Records Book 4394, Page 1319, same being said West Right-of-Way line of Vickers Road, same also being said line 25.00 feet West of and parallel with the North-South centerline of Section 18, for 909.65 feet to the point of intersection with the Westerly extension of a Northerly line of said certain property as described in official Records Book 3388, Page 1356; thence S89°34'36"E, along said Westerly extension of a Northerly line of that certain property as described in Official Records Book 3388, Page 1356 and said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, respectively, for 217.45 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with a Northerly line of that certain property as described in Official Records Book 5729, Page 1471 of the Public Records of Hillsborough County, Florida; thence the following eight (8) courses along Southerly, Easterly and Southerly lines, respectively, of said certain property as described in Official Records Book 3388, Page 1356, same being Northerly, Westerly and Northerly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471; (1) thence leaving said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, S79°57'02"W, for

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DESCRIPTION.

PROJECT No.  
506-30



**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS  
 2639 McCormick Dr. Clearwater FL, 33759  
 Tel: (727) 724-8422 - Fax: (727) 724-8606

DATE:  
9/8/03  
DRAWN BY:

FIGURE:  
2

47.10 feet; (2) thence S03°14'05"E, for 261.06 feet; (3) thence S26°30'53"E, for 258.55 feet; (4) thence S14°00'47"E, for 267.57 feet; (5) thence S29°29'48"W, for 412.09 feet; (6) thence S05°43'09"E, for 489.79 feet; (7) thence S18°15'07"W, for 189.18 feet; (8) thence N86°28'35"W, for 116.04 feet; thence leaving said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, N89°34'36"W, for 25.00 feet to the point of intersection with said North-South centerline of Section 18; thence S00°25'24"W, along said North-South centerline of Section 18, for 918.37 feet to the point of intersection with the Westerly extension of a Northerly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with the Westerly extension of a Southerly line of said certain property as described in Official Records Book 5729, Page 1471; thence the following thirty (30) courses along said Westerly extension of a Northerly line, said Northerly line, Westerly, Southerly, Westerly, Northerly, Easterly, and Northerly lines of said certain property as described in Official Records Book 3388, Page 1356, a Northerly and Westerly line of said certain property as described in Official Records Book 5733, Page 432, and along Southerly and Westerly lines of said certain property as described in Official Records Book 3388, Page 1356, respectively, same being said Westerly extension of a Southerly line, said Southerly line, Easterly, Northerly, Easterly, Southerly, Westerly, Southerly, Easterly, Northerly and Easterly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471; (1) thence leaving said North-South centerline of Section 18, N89°36'48"E, for 1,623.97 feet; (2) thence N08°22'50"W, for 313.77 feet; (3) thence N22°29'45"W, for 528.42 feet; (4) thence N36°59'09"W, for 198.43 feet; (5) thence S36°09'24"W, for 319.08 feet; (6) thence S57°16'45"W, for 329.97 feet; (7) thence S64°01'08"W, for 208.24 feet; (8) thence N80°17'35"W, for 251.60 feet; (9) thence N40°01'13"E, for 202.78 feet; (10) thence N46°28'09"E, for 616.95 feet; (11) thence N40°17'46"E, for 211.17 feet; (12) thence N40°49'01"E, for 409.56 feet; (13) thence S82°00'18"E, for 335.73 feet; (14) thence S35°40'07"E, for 168.15 feet; (15) thence S07°42'18"E, for 413.65 feet; (16) thence S72°47'06"E, for 392.43 feet; (17) thence N31°43'17"E, for 298.25 feet; (18) thence N73°59'18"E, for 445.72 feet; (19) thence N82°01'11"E, for 271.85 feet; (20) thence S89°32'29"E, for 137.82 feet; (21) thence S89°11'57"E, for 171.06 feet; (22) thence N83°18'44"E, for 281.07 feet; (23) thence N04°07'06"E, for 586.91 feet; (24) thence N33°16'57"W, for 646.62 feet; (25) thence N55°59'13"E, for 295.49 feet; (26) thence N24°05'35"E, for 606.73 feet; (27) thence N10°14'35"W, for 261.96 feet; (28) thence N82°44'49"W, for 728.68 feet; (29) thence S88°24'07"W, for 878.07 feet; (30) thence N01°26'12"W, for 156.88 feet to the point of intersection with said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, same being a point of intersection with a Northerly line of said certain property as described in Official Records Book 3388, Page 1356, same also being the point of intersection with a line 30.00 feet South of and parallel with the North line of said Northeast 1/4 of Section 18; thence leaving said Westerly line of that certain property as described in Official Records Book 3388, Page 1356, S89°49'18"E, along said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, same also being said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, same also being a line 30.00 feet South of and parallel with the North line of said Northeast 1/4 of Section 18, for 519.80 feet to POINT OF BEGINNING NUMBER 1.

Containing 6,582,658 square feet or 151.117 acres, more or less.

Error of closure: 0.004 feet (JEB)

TOGETHER WITH:

COMMENCE at aforesaid REFERENCE POINT NUMBER 2, same being the Southwest corner of the Northwest 1/4 of Section 17, Township 29 South, Range 21 East, Hillsborough County, Florida, same also being the Southeast corner of the Northeast 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida; thence N32°44'15"E, for 518.96 feet to the point of intersection with a Southerly line of that certain property as described in Official Records Book 5733, Page 432 of the Public Records of Hillsborough County, Florida, same being the point of intersection with a Northerly line of that certain

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| DESCRIPTION,    | PROJECT No.<br>506-30 |
|                 | FIGURE:<br>3          |
| DATE:<br>9/8/03 | DRAWN BY:             |
|                 |                       |



**FLORIDA DESIGN CONSULTANTS, INC.**  
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 2639 McCormick Dr. Clearwater FL 33759  
 Tel. (727) 724-8422 - Fax, (727) 724-8606

property as described in Official Records Book 5729, Page 1471 of the Public Records of Hillsborough County, Florida, some also being POINT OF BEGINNING NUMBER 2; thence the following twelve (12) courses along Southerly, Westerly, and Northerly lines, respectively, of said certain property as described in Official Records Book 5733, Page 432, some being Northerly, Easterly and Southerly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471: (1) thence N88°39'42"W, for 227.35 feet; (2) thence N72°41'40"W, for 390.55 feet; (3) thence S64°32'02"W, for 123.86 feet; (4) thence S34°35'29"W, for 417.55 feet; (5) thence S85°57'24"W, for 73.13 feet; (6) thence N10°16'24"E, for 464.68 feet; (7) thence N12°49'09"W, for 401.02 feet; (8) thence S84°23'38"E, for 309.75 feet; (9) thence S45°00'07"E, for 166.78 feet; (10) thence S42°12'18"E, for 392.93 feet; (11) thence S74°49'07"E, for 204.99 feet; (12) thence S61°56'34"E, for 158.74 feet to POINT OF BEGINNING NUMBER 2.

Containing 296,910 square feet or 6.816 acres, more or less.

Error of closure: 0.003 feet (JEB)

TOGETHER WITH:

COMMENCE at aforesaid REFERENCE POINT NUMBER 3; thence N89°49'05"W, along the Easterly extension of a Southerly line of that certain property as described in Official Records Book 4394, Page 1319 of the Public Records of Hillsborough County, Florida, some also being the South line of the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida, for 330.09 feet to POINT OF BEGINNING NUMBER 3; thence continue N89°49'05"W, along said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South line of the Northeast 1/4 of the Southwest 1/4 of Section 18, for 984.17 feet to the point of intersection with a Westerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the East line of VALRICO OAKS, as recorded in Plot Book 58, Page 42 of the Public Records of Hillsborough County, Florida, some also being the point of intersection with the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence leaving said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, N00°05'38"E, along said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said East line of VALRICO OAKS and the Northerly extension of said East line of VALRICO OAKS, respectively, same also being said West line of the Northeast 1/4 of the Southwest 1/4 of Section 18, for 1,328.30 feet to the Northwest corner of said Northeast 1/4 of the Southwest 1/4 of Section 18; thence N00°19'36"E, continuing along said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, same being the West line of the East 1/2 of the Northwest 1/4 of said Section 18, for 993.40 feet to the point of intersection with a Northerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the South line of the North 330.50 feet of the Northwest 1/4 of the Southeast 1/4 of said Northwest 1/4 of Section 18; thence leaving said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, S89°52'22"E, along said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South line of the North 330.50 feet of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 18, for 439.00 feet to the Southeast corner of the North 330.50 feet of the West 439.00 feet of said Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 18, same being the point of intersection with an Easterly line of said certain property as described in Official Records Book 4394, Page 1319, same also being the point of intersection with the West line of that certain property as described in Official Records Book 4824, Page 1311 of the Public Records of Hillsborough County, Florida; thence the following three (3) courses along said Easterly line of that certain property as described in Official Records Book 4394, Page 1319, same being said West line of that certain property as described in Official Records Book 4824, Page 1311; (1) thence leaving said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, S00°20'55"W, for 993.24 feet; (2) thence S00°22'33"W, for 390.38 feet; (3) thence S30°08'26"E, for 1,087.24 feet to POINT OF BEGINNING NUMBER 3.

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|   |             |        |
|---|-------------|--------|
| DESCRIPTION:  | PROJECT No. | 506-30 |
|   | FIGURE:     | 4      |
|  <b>FLORIDA DESIGN CONSULTANTS, INC.</b><br>ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS<br>2639 McCormick Dr. Clearwater FL, 33759<br>Tel. (727) 724-8422 - Fax: (727) 724-8606 | DATE:       | 9/8/03 |
|   | DRAWN BY:   |        |

Containing 1,273,344 square feet or 29.232 acres, more or less.

Error of closure: 0.002 feet (JEB)

TOGETHER WITH:

COMMENCE at the Northeast corner of the Northeast 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida; thence N89°49'18"W, along the North line of said Northeast 1/4 of Section 18, for 911.55 feet; thence leaving said North line of the Northeast 1/4 of Section 18, S00°10'42"W, for 30.00 feet to the point of intersection with the South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356 of the Public Records of Hillsborough County, Florida, same being the point of intersection with a Northerly line of that certain property as described in said Official Records Book 3388, Page 1356, same also being the point of intersection with a line 30.00 feet South of and parallel with said North line of the Northeast 1/4 of Section 18, same also being POINT OF BEGINNING NUMBER 4; thence S89°49'18"E, along said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, same also being said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, same also being said line 30.00 feet South of and parallel with the North line of the Northeast 1/4 of Section 18, for 121.87 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with a Westerly line of that certain property as described in Official Records Book 5729, Page 1471 of the Public Records of Hillsborough County, Florida; thence the following three (3) courses along Easterly, Southerly and Westerly lines, respectively, of said certain property as described in Official Records Book 3388, Page 1356, same being Westerly, Northerly and Easterly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471: (1) thence leaving said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, S10°46'25"W, for 276.91 feet; (2) thence S80°06'08"W, for 73.23 feet; (3) thence N00°24'32"E, for 285.00 feet to POINT OF BEGINNING NUMBER 4.

Containing 26,852 square feet or 0.616 acres, more or less.

Error of closure: 0.003 feet (JEB)

TOTAL AREA containing 8,179,764 square feet or 187.781 acres, more or less.

SECTION 18, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

PROJECT No.  
506-30

DATE:  
9/8/03

FIGURE:

5

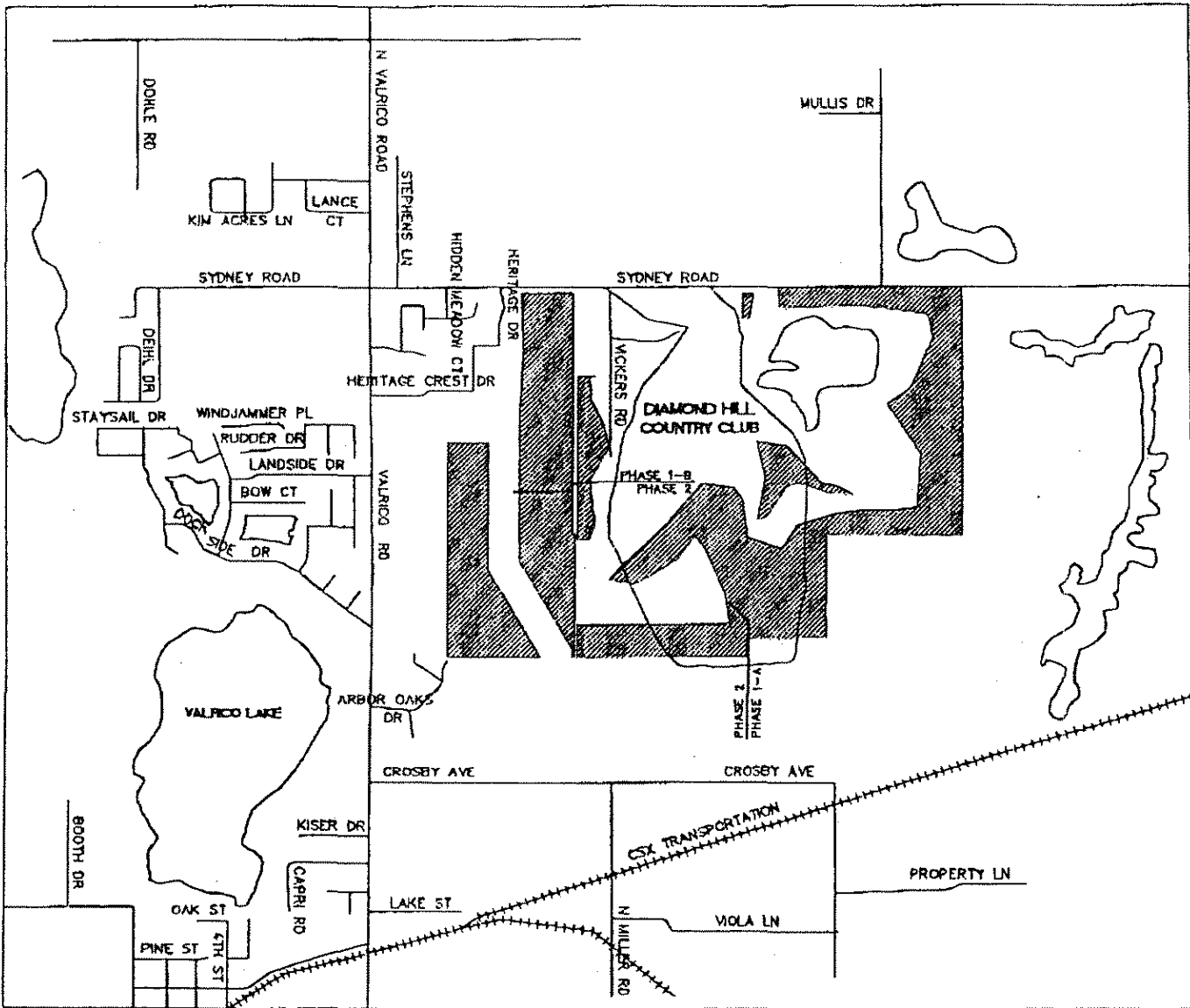
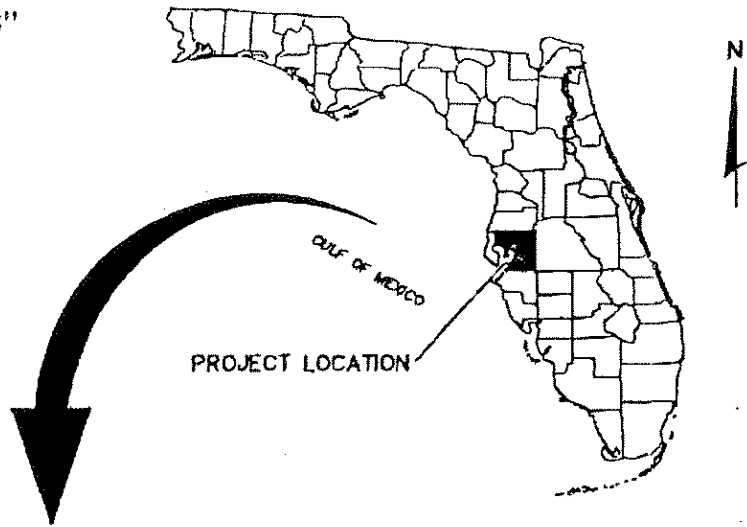
DRAWN BY:



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Tel: (727) 724-8422 - Fax: (727) 724-8606

EXHIBIT "G"



-30AEXHIBIT VICINITYMAP.dwg - Apr 07, 2003 @ 11:33am - rkeslar

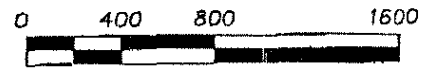


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 Tel: (727) 724-8422 - Fax: (727) 724-8606

DESCRIPTION:  
**DIAMOND HILL  
 VICINITY MAP  
 RYLAND HOMES**

DATE:  
**4/07/03**  
 DRAWN BY:  
**R. K.**

PROJECT No.  
**506-30**  
 FIGURE:  
**1 OF 1**



SYDNEY ROAD

0.616 ACRES

6.816 ACRES

151.117 ACRES

29.232 ACRES

6-30\EXHIBIT\BOUNDARIES.dwg - Apr 07, 2003 @ 9:41 am - rkashar



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2659 McCormick Dr., Clearwater FL, 33759  
Tel: (727) 724-0122 - Fax: (727) 724-8606

DESCRIPTION:  
**DIAMOND HILL  
PROJECT BOUNDARIES  
RYLAND HOMES**

DATE:  
4/04/03

DRAWN BY:  
R. K.

PROJECT No.  
506-30

FIGURE:  
1 OF 1

A parcel of land being a portion of that certain property as described in Official Records Book 1163, Page 481, a portion of that certain property as described in Official Records Book 1217, Page 681, a portion of that certain property as described in Official Records Book 3388, Page 1356, a portion of that certain property as described in Official Records Book 4394, Page 1319, and a portion of that certain property as described in Official Records Book 5733, Page 432, all of the Public Records of Hillsborough County, Florida, lying within Sections 17 and 18, Township 29 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida; thence S00°23'41"W, along the East line of said Northeast 1/4 of Section 18 (being the basis of bearings for this description), for 30.00 feet to the point of intersection with the South Right-of-Way line of Sydney Road as described in Official Records Book 3388, Page 1356 of the Public Records of Hillsborough County, Florida, same being the point of intersection with a Northerly line of that certain property as described in said Official Records Book 3388, Page 1356, same also being the point of intersection with a line 30.00 feet South of and parallel with the North line of the Northwest 1/4 of Section 17, Township 29 South, Range 21 East, Hillsborough County, Florida, same also being POINT OF BEGINNING NUMBER 1; thence leaving said East line of the Northeast 1/4 of Section 18, S89°11'45"E, along said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, same being said line 30.00 feet South of and parallel with the North line of the Northwest 1/4 of Section 17, same also being said Northerly line of that certain property as described in Official Records Book 3388, Page 1356 and a Northerly line of that certain property as described in Official Records Book 5733, Page 432 of the Public Records of Hillsborough County, Florida, respectively, for 1,436.32 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 5733, Page 432, same also being the point of intersection with a line 100.00 feet East of and parallel with the West line of the East 1/2 of said Northwest 1/4 of Section 17; thence leaving said South Right-of-Way line of Sydney Road, S00°13'17"W, along said Easterly line of that certain property as described in Official Records Book 5733, Page 432, same being said line 100.00 feet East of and parallel with the West line of the East 1/2 of the Northwest 1/4 of Section 17, for 2,608.16 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 5733, Page 432, same being the point of intersection with the South line of said Northwest 1/4 of Section 17; thence N89°24'31"W, along said Southerly line of that certain property as described in Official Records Book 5733, Page 432 and a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, respectively, same being said South line of the Northwest 1/4 of Section 17, for 1,444.17 feet to the Southwest corner of said Northwest 1/4 of Section 17, same being the Southeast corner of said Northeast 1/4 of Section 18, same also being the point of intersection with an Easterly line of said certain property as described in Official Records Book 3388, Page 1356, same also being REFERENCE POINT NUMBER 2; thence S00°23'59"W, along said Easterly line of that certain property as described in Official Records Book 3388, Page 1356, same being the East line of the Southeast 1/4 of said Section 18, for 1,121.79 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with a line 200.00 feet North of and parallel with the South line of the North 1/2 of said Southeast 1/4 of Section 18; thence leaving said Easterly line of that certain property as described in Official Records Book 3388, Page 1356, S89°55'40"W, along said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, same being said line 200.00 feet North of and parallel with the South line of the North 1/2 of the Southeast 1/4 of Section 18, for 850.03 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 3388, Page 1356; thence leaving said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, S00°23'59"W, along said Easterly line of that certain property as described in Official Records Book 3388, Page 1356, for 200.01 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with said South line of the North 1/2 of the Southeast 1/4 of Section 18; thence leaving said

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DESCRIPTION:

PROJECT No.  
506-30



**FLORIDA DESIGN CONSULTANTS, INC.**  
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2639 McCormick Dr. Clearwater FL, 33759  
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DATE:  
9/8/03  
DRAWN BY:

FIGURE:  
1

Easterly line of that certain property as described in Official Records Book 3388, Page 1356, S89°55'40"W, along said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, and the Westerly extension of said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, same being said South line of the North 1/2 of the Southeast 1/4 of Section 18, for 1,814.77 feet to the point of intersection with a Southerly line of that certain property as described in Official Records Book 4394, Page 1319 of the Public Records of Hillsborough County, Florida, same being the point of intersection with the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 18, same also being the point of intersection with the North-South centerline of said Section 18, same also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence leaving said Westerly extension of a Southerly line of that certain property as described in Official Records Book 3388, Page 1356, N89°49'05"W, along said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South line of the Northeast 1/4 of the Southwest 1/4 of Section 18, for 25.00 feet to the point of intersection with a Westerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with an Easterly line of that certain property as described in Official Records Book 4824, Page 1311 of the Public Records of Hillsborough County, Florida, same also being REFERENCE POINT NUMBER 3; thence the following six (6) courses along said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said Easterly line of that certain property as described in Official Records Book 4824, Page 1311: (1) thence leaving said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, N00°25'24"E, for 88.54 feet; (2) thence N30°08'22"W, for 1,087.63 feet; (3) thence N00°22'37"E, for 301.93 feet; (4) thence N00°21'11"E, for 1,323.62 feet; (5) thence N00°24'11"E, for 661.89 feet; (6) thence N01°26'30"W, for 636.98 feet to the point of intersection with a Northerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the South Right-of-Way line of Sydney Road according to said Official Records Book 4394, Page 1319, same also being the point of intersection with a line 25.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 18; thence leaving said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, S89°51'03"E, along said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South Right-of-Way line of Sydney Road according to Official Records Book 4394, Page 1319, same also being a line 25.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 18, for 575.87 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the West Right-of-Way line of Vickers road according to Official Records Book 1163, Page 481 of the Public Records of Hillsborough County, Florida, same also being the point of intersection with a line 25.00 feet West of and parallel with the North-South centerline of said Section 18; thence leaving said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, S00°25'24"W, along said Easterly line of that certain property as described in Official Records Book 4394, Page 1319, same being said West Right-of-Way line of Vickers Road, same also being said line 25.00 feet West of and parallel with the North-South centerline of Section 18, for 909.65 feet to the point of intersection with the Westerly extension of a Northerly line of said certain property as described in official Records Book 3388, Page 1356; thence S89°34'36"E, along said Westerly extension of a Northerly line of that certain property as described in Official Records Book 3388, Page 1356 and said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, respectively, for 217.45 feet to the point of intersection with a Southerly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with a Northerly line of that certain property as described in Official Records Book 5729, Page 1471 of the Public Records of Hillsborough County, Florida; thence the following eight (8) courses along Southerly, Easterly and Southerly lines, respectively, of said certain property as described in Official Records Book 3388, Page 1356, same being Northerly, Westerly and Northerly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471; (1) thence leaving said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, S79°57'02"W, for

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DESCRIPTION:

PROJECT No.  
506-30



**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS

2639 McCormick Dr. Clearwater FL, 33759  
 Tel: (727) 724-8422 - Fax: (727) 724-8606

DATE:  
9/8/03

DRAWN BY:

FIGURE:

2



47.10 feet; (2) thence S03°14'05"E, for 261.06 feet; (3) thence S26°30'53"E, for 258.55 feet; (4) thence S14°00'47"E, for 267.57 feet; (5) thence S29°29'48"W, for 412.09 feet; (6) thence S05°43'09"E, for 489.79 feet; (7) thence S18°15'07"W, for 189.18 feet; (8) thence N86°28'35"W, for 116.04 feet; thence leaving said Southerly line of that certain property as described in Official Records Book 3388, Page 1356, N89°34'36"W, for 25.00 feet to the point of intersection with said North-South centerline of Section 18; thence S00°25'24"W, along said North-South centerline of Section 18, for 918.37 feet to the point of intersection with the Westerly extension of a Northerly line of said certain property as described in Official Records Book 3388, Page 1356, some being the point of intersection with the Westerly extension of a Southerly line of said certain property as described in Official Records Book 5729, Page 1471; thence the following thirty (30) courses along said Westerly extension of a Northerly line, said Northerly line, Westerly, Southerly, Westerly, Northerly, Easterly, and Northerly lines of said certain property as described in Official Records Book 3388, Page 1356, a Northerly and Westerly line of said certain property as described in Official Records Book 5733, Page 432, and along Southerly and Westerly lines of said certain property as described in Official Records Book 3388, Page 1356, respectively, some being said Westerly extension of a Southerly line, said Southerly line, Easterly, Northerly, Easterly, Southerly, Westerly, Southerly, Easterly, Northerly and Easterly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471; (1) thence leaving said North-South centerline of Section 18, N89°36'48"E, for 1,623.97 feet; (2) thence N08°22'50"W, for 313.77 feet; (3) thence N22°29'45"W, for 528.42 feet; (4) thence N36°59'09"W, for 198.43 feet; (5) thence S36°09'24"W, for 319.08 feet; (6) thence S57°16'45"W, for 329.97 feet; (7) thence S64°01'08"W, for 208.24 feet; (8) thence N80°17'35"W, for 251.60 feet; (9) thence N40°01'13"E, for 202.78 feet; (10) thence N46°28'09"E, for 616.95 feet; (11) thence N40°17'46"E, for 211.17 feet; (12) thence N40°49'01"E, for 409.56 feet; (13) thence S82°00'18"E, for 335.73 feet; (14) thence S35°40'07"E, for 168.15 feet; (15) thence S07°42'18"E, for 413.65 feet; (16) thence S72°47'06"E, for 392.43 feet; (17) thence N31°43'17"E, for 298.25 feet; (18) thence N73°59'18"E, for 445.72 feet; (19) thence N82°01'11"E, for 271.85 feet; (20) thence S89°32'29"E, for 137.82 feet; (21) thence S89°11'57"E, for 171.06 feet; (22) thence N83°18'44"E, for 281.07 feet; (23) thence N04°07'06"E, for 586.91 feet; (24) thence N33°16'57"W, for 646.62 feet; (25) thence N55°59'13"E, for 295.49 feet; (26) thence N24°05'35"E, for 606.73 feet; (27) thence N10°14'35"W, for 261.96 feet; (28) thence N82°44'49"W, for 728.68 feet; (29) thence S88°24'07"W, for 878.07 feet; (30) thence N01°26'12"W, for 156.88 feet to the point of intersection with said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, some being a point of intersection with a Northerly line of said certain property as described in Official Records Book 3388, Page 1356, some also being the point of intersection with a line 30.00 feet South of and parallel with the North line of said Northeast 1/4 of Section 18; thence leaving said Westerly line of that certain property as described in Official Records Book 3388, Page 1356, S89°49'18"E, along said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, some also being said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, some also being a line 30.00 feet South of and parallel with the North line of said Northeast 1/4 of Section 18, for 519.80 feet to POINT OF BEGINNING NUMBER 1.

Containing 6,582,658 square feet or 151.117 acres, more or less.

Error of closure: 0.004 feet (JEB)

TOGETHER WITH:

COMMENCE at aforesaid REFERENCE POINT NUMBER 2, some being the Southwest corner of the Northwest 1/4 of Section 17, Township 29 South, Range 21 East, Hillsborough County, Florida, some also being the Southeast corner of the Northeast 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida; thence N32°44'15"E, for 518.96 feet to the point of intersection with a Southerly line of that certain property as described in Official Records Book 5733, Page 432 of the Public Records of Hillsborough County, Florida, some being the point of intersection with a Northerly line of that certain

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|   |                        |                              |
|---|------------------------|------------------------------|
| DESCRIPTION:  |                        | PROJECT No.<br><b>506-30</b> |
|  <b>FLORIDA DESIGN CONSULTANTS, INC.</b><br>ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS<br>2639 McCormick Dr. Clearwater FL, 33759<br>Tel. (727) 724-8422 - Fax: (727) 724-8606 | DATE:<br><b>9/8/03</b> | FIGURE:<br><b>3</b>          |
|   | DRAWN BY:              |                              |

property as described in Official Records Book 5729, Page 1471 of the Public Records of Hillsborough County, Florida, some also being POINT OF BEGINNING NUMBER 2; thence the following twelve (12) courses along Southerly, Westerly, and Northerly lines, respectively, of said certain property as described in Official Records Book 5733, Page 432, some being Northerly, Easterly and Southerly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471: (1) thence N88°39'42"W, for 227.35 feet; (2) thence N72°41'40"W, for 390.55 feet; (3) thence S64°32'02"W, for 123.86 feet; (4) thence S34°35'29"W, for 417.55 feet; (5) thence S85°57'24"W, for 73.13 feet; (6) thence N10°16'24"E, for 464.68 feet; (7) thence N12°49'09"W, for 401.02 feet; (8) thence S84°23'38"E, for 309.75 feet; (9) thence S45°00'07"E, for 166.78 feet; (10) thence S42°12'18"E, for 392.93 feet; (11) thence S74°49'07"E, for 204.99 feet; (12) thence S61°56'34"E, for 158.74 feet to POINT OF BEGINNING NUMBER 2.

Containing 296,910 square feet or 6.816 acres, more or less.

Error of closure: 0.003 feet (JEB)

TOGETHER WITH:

COMMENCE at aforesaid REFERENCE POINT NUMBER 3; thence N89°49'05"W, along the Easterly extension of a Southerly line of that certain property as described in Official Records Book 4394, Page 1319 of the Public Records of Hillsborough County, Florida, some also being the South line of the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida, for 330.09 feet to POINT OF BEGINNING NUMBER 3; thence continue N89°49'05"W, along said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South line of the Northeast 1/4 of the Southwest 1/4 of Section 18, for 984.17 feet to the point of intersection with a Westerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the East line of VALRICO OAKS, as recorded in Plot Book 58, Page 42 of the Public Records of Hillsborough County, Florida, some also being the point of intersection with the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence leaving said Southerly line of that certain property as described in Official Records Book 4394, Page 1319, N00°05'38"E, along said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said East line of VALRICO OAKS and the Northerly extension of said East line of VALRICO OAKS, respectively, same also being said West line of the Northeast 1/4 of the Southwest 1/4 of Section 18, for 1,328.30 feet to the Northwest corner of said Northeast 1/4 of the Southwest 1/4 of Section 18; thence N00°19'36"E, continuing along said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, same being the West line of the East 1/2 of the Northwest 1/4 of said Section 18, for 993.40 feet to the point of intersection with a Northerly line of said certain property as described in Official Records Book 4394, Page 1319, same being the point of intersection with the South line of the North 330.50 feet of the Northwest 1/4 of the Southeast 1/4 of said Northwest 1/4 of Section 18; thence leaving said Westerly line of that certain property as described in Official Records Book 4394, Page 1319, S89°52'22"E, along said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, same being said South line of the North 330.50 feet of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 18, for 439.00 feet to the Southeast corner of the North 330.50 feet of the West 439.00 feet of said Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 18, same being the point of intersection with an Easterly line of said certain property as described in Official Records Book 4394, Page 1319, same also being the point of intersection with the West line of that certain property as described in Official Records Book 4824, Page 1311 of the Public Records of Hillsborough County, Florida; thence the following three (3) courses along said Easterly line of that certain property as described in Official Records Book 4394, Page 1319, same being said West line of that certain property as described in Official Records Book 4824, Page 1311: (1) thence leaving said Northerly line of that certain property as described in Official Records Book 4394, Page 1319, S00°20'55"W, for 993.24 feet; (2) thence S00°22'33"W, for 390.38 feet; (3) thence S30°08'26"E, for 1,087.24 feet to POINT OF BEGINNING NUMBER 3.

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DESCRIPTION:

PROJECT No.  
506-30



**FLORIDA DESIGN CONSULTANTS, INC.**  
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS

2639 McCormick Dr. Clearwater FL, 33759  
Tel: (727) 724-8422 - Fax: (727) 724-8606

DATE:  
9/8/03

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FIGURE:

4

Containing 1,273,344 square feet or 29.232 acres, more or less.

Error of closure: 0.002 feet (JEB)

TOGETHER WITH:

COMMENCE at the Northeast corner of the Northeast 1/4 of Section 18, Township 29 South, Range 21 East, Hillsborough County, Florida; thence N89°49'18"W, along the North line of said Northeast 1/4 of Section 18, for 911.55 feet; thence leaving said North line of the Northeast 1/4 of Section 18, S00°10'42"W, for 30.00 feet to the point of intersection with the South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356 of the Public Records of Hillsborough County, Florida, same being the point of intersection with a Northerly line of that certain property as described in said Official Records Book 3388, Page 1356, same also being the point of intersection with a line 30.00 feet South of and parallel with said North line of the Northeast 1/4 of Section 18, same also being POINT OF BEGINNING NUMBER 4; thence S89°49'18"E, along said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, same also being said Northerly line of that certain property as described in Official Records Book 3388, Page 1356, same also being said line 30.00 feet South of and parallel with the North line of the Northeast 1/4 of Section 18, for 121.87 feet to the point of intersection with an Easterly line of said certain property as described in Official Records Book 3388, Page 1356, same being the point of intersection with a Westerly line of that certain property as described in Official Records Book 5729, Page 1471 of the Public Records of Hillsborough County, Florida; thence the following three (3) courses along Easterly, Southerly and Westerly lines, respectively, of said certain property as described in Official Records Book 3388, Page 1356, same being Westerly, Northerly and Easterly lines, respectively, of said certain property as described in Official Records Book 5729, Page 1471: (1) thence leaving said South Right-of-Way line of Sydney Road according to Official Records Book 3388, Page 1356, S10°46'25"W, for 276.91 feet; (2) thence S80°06'08"W, for 73.23 feet; (3) thence N00°24'32"E, for 285.00 feet to POINT OF BEGINNING NUMBER 4.

Containing 26,852 square feet or 0.616 acres, more or less.

Error of closure: 0.003 feet (JEB)

TOTAL AREA containing 8,179,764 square feet or 187.781 acres, more or less.

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| DESCRIPTION:   |                 | PROJECT No.<br>506-30 |
|  <b>FLORIDA DESIGN CONSULTANTS, INC.</b><br>ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS<br>2639 McCormick Dr., Clearwater FL, 33759<br>Tel: (727) 724-8422 - Fax: (727) 724-8606 | DATE:<br>9/8/03 | FIGURE:<br>5          |
|  | DRAWN BY:       |                       |

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EXHIBIT "H"  
FENCING SPECIFICATIONS  
STANDARD

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 DRB 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 DRB 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 DRB, 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 DRB 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 DRB'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 DRB 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 DRB 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 wood or 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. Wood fences shall be stained in a natural tone as approved by the DRB. 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 wood, 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. Wood sideyard fences shall be of wood tone solid color stain and where amenity fences are substituted, aluminum fences shall be black or dark green as approved by the DRB. 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. Wood amenity fences shall be wood tone solid color stained as approved by the DRB. Gates shall be in the same style and color as the fence type.

#### 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. This 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 DRB shall require a site plan showing the proposed fence location and the proposed attachment to the existing fence and the DRB 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 and Amenity (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 Exhibit "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).