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THIS DOCUMENT PREPARED BY:
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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MCINTOSH LAKES OF HILLSBOROUGH COUNTY
HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by **MCINTOSH LAKE ESTATES, INC., a Florida corporation**, (the Declarant or Declarant), the Owner of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" hereafter (the Property).

WITNESSETH:

WHEREAS, Declarant is the owner of the property.

NOW THEREOF, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title and interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, except as provided below.

**ARTICLE I
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to **MCINTOSH LAKES OF HILLSBOROUGH COUNTY HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner whether one or more persons or Entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association

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SECTION 4 "Common Areas" shall mean all real property owned by **MCINTOSH LAKES OF HILLSBOROUGH COUNTY HOMEOWNERS ASSOCIATION, INC.**, or easement rights granted to the Association to be used and enjoyed equally by all lot owners. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements. The Association and the lot owners shall have an easement across the areas shown on the plat as Wetland Conservation Area A and Wetland Conservation Area B, provided however, no lot owner, guest, or invitee, without permission from the lot owner, may cross a third parties' lot for the purpose of gaining access to the Wetland Conservation Areas.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

SECTION 6 "Maintenance" shall mean the exercise of reasonable care in keeping the common areas in an acceptable condition. In addition the Association shall maintain the Wetland Conservation Areas A and B as shown on the plat.

SECTION 7. "Declarant" shall mean and refer to all Owners, their successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common areas hereof which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to suspend the voting rights by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations

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

SECTION 2. DECLARATION OF USE. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

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ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

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

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or

(B) On December 31, 2005.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay the Association. (1) annual assessments or charges (2) special assessment for capital improvements (3) lake lot assessments, if applicable all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common areas. The assessment shall also be used to maintain the common areas and to maintain the Wetland Conservation Areas.

SECTION 3. INITIAL ASSESSMENT. There shall be a \$250.00 initial membership fee per lot payable upon lot acquisition from the Declarant. The initial membership fees paid to the Association upon Lot acquisition may be used for the payment of expenses by and/or reimbursements from the Association necessary for the purposes of its operation and responsibilities which shall include but not be limited to maintaining the Corporation as required by the State of Florida, filing its annual tax returns, paying its property taxes, maintaining its insurance coverage, opening and maintaining its initial bank account, and the repayment of any interim loan(s) made by the Declarant in order to fund the Association's obligations.

SECTION 4. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS.

(A) Commencing January 1st after the acquisition of a lot from Declarant, each lot owner shall commence paying an annual assessment. The Board of Directors shall determine the initial annual assessments. Declarant shall not be responsible to pay any assessment for lots owned by Declarant until seventy-five (75%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five (75%) of the lots by Declarant, Declarant shall commence paying an annual assessment for each lot then owned by Declarant; however, said assessment shall only commence when a home has been constructed on each lot, and the certificate of occupancy has been issued by Hillsborough County. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from owners other than Declarant.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(C) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas including fixtures and personal property related thereto, if any, 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 6. NOTICE AND QUORUM FOR-ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5 Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 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 majority of all votes of each class of membership shall constitute a quorum.

SECTION 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis except as provided in Section 4 above.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES The annual assessments provided for herein shall commence on January 1st of each year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve (12%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. 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 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien after such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

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**ARTICLE V
USE RESTRICTIONS**

THE FOLLOWING USE RESTRICTIONS SHALL ONLY APPLY TO LOTS 1 THROUGH 28 INCLUSIVE AND LOTS 35 AND 36 OF MCINTOSH LAKES SUBDIVISION. LOTS 29 THROUGH 34 ARE SPECIFICALLY EXCLUDED FROM THE FOLLOWING USE RESTRICTIONS.

1. Each lot shall be used expressly and exclusively for one (1) detached single family private residence and no lot may be redivided so that it shall contain more than one (1) single family detached dwelling unit. No building (s) or tents shall be erected, placed or permitted to remain on any lot other than (1) detached single family private residence and garage(s) as provided herein. No garage(s) shall be erected on any lot prior to construction of the main residence and none shall be used at anytime for residential purposes.
2. No business activity shall be conducted or carried on in connection with the usage of any lot or within the Subdivision. Further, no signs of any character may be exhibited or displayed upon any lot or the improvements thereon except a sign of a reasonable display area may tastefully identify the owner of the residence, with the further exception that sign(s) of not more than five (5) square feet may be tastefully exhibited or displayed with the additional limitation that only one (1) sign may be used in advertising the property for sale or rent, or by the Owner, a builder, subcontractor, licensed real estate broker or financial institution promoting their interest(s) during the period of improvement, construction, or marketing.
3. All residences shall contain a minimum of 2,400 square feet. All square footage shall be measured by outside dimensions, exclusive of garages, porte-cocheres, patios, screened or unscreened porches and covered or uncovered walkways, breezeways and approaches.
4. No construction of any residence nor any alteration to the exterior of any existing structure of any type shall take place without prior written approval from the Declarant, as long as Declarant shall own a lot in the Subdivision, or until such time as Declarant shall file a written document conveying this right and the provisions of this paragraph to the McIntosh Lakes of Hillsborough County Homeowners Association, Inc. At least 30 (thirty) days prior to the date of commencement of any construction or alteration, the owner of such lot shall furnish to the Declarant the final plans and specifications (the "Plans") which shall include the name, telephone number and address of the contractor, at least a site plan showing the location of the dwelling on the lot, all elevation views, floor plans, a schedule of materials and a landscape plan. The landscape plan shall include the location and description of all trees, bushes and other shrubbery which shall be planted concurrently with the completion of the construction of

the dwelling. The Declarant shall review the "Plans" to determine whether they appear on their face to comply with the provisions of these Covenants and Restrictions. In addition, to the extent practicable, the Declarant shall review the "Plans" to determine in the opinion of the Declarant whether or not the proposed residence or improvement (1) will blend architecturally with the other residences constructed or to be constructed on other lots in the Subdivision (2) will detract from the neighborhood or will adversely affect the property values of other lots in the Subdivision and (3) requires materials and will employ craftsmanship of a quality consistent with other homes in the Subdivision. The Declarant shall either approve or disapprove the proposed "Plans" and, if they are approved, the Declarant shall send a letter to the owner of subject lot stating that the "Plans" have been approved. If the "Plans" are not approved, written notice of the disapproval and the reasons for disapproval shall be sent to the owner of the lot within twenty (20) days after receipt by the Declarant of the "Plans". After the "Plans" have been approved, construction shall commence in accordance with the "Plans" as soon as practicable and there shall be no material changes in the "Plans" as approved without the prior written consent of the Declarant. If the "Plans" are not approved, construction shall not commence unless and until the modification(s) to the "Plans" are made and are approved by the Declarant. The Declarant may modify these Covenants and Restrictions on a reasonable basis to prevent undue hardship in the placement of any residence upon any lot in regard to lot-line setback requirements and side-yard entrance requirements for garages. Neither the Owner nor the McIntosh Lakes of Hillsborough County Homeowners Association, Inc. or Officer, Director, Agent, or Employee of same shall have any liability whatsoever to any person or entity based upon or arising out of the foregoing procedures, it being acknowledged and understood that the responsibility for compliance with the provisions of these Covenants and Restrictions and any and all zoning ordinances, safety of construction and governmental building codes is the sole responsibility of the owner and his contractor. A copy of the proposed "Plans" shall be furnished to the Association for records and future reference.

5 Each residence shall contain a minimum enclosed standard double-car garage not less than twenty (20) linear feet in width. Each garage shall have garage doors for ingress and egress purposes which shall be movable with an automatic garage door opener device electronically operated and maintained in good operating condition. Each garage shall be architecturally integrated as a part or as an extension of the residence and attached thereto to conform architecturally therewith. The driveway from each garage to the Roadways within the Subdivision shall be constructed of concrete, asphalt, or brick, shall be adequate width for vehicular use, and shall be in keeping and be maintained by the residence owner so as not to degrade the value of the residence or adjacent properties in the Subdivision.

6. All construction on each lot shall be new conventional construction. No used buildings or structures shall be moved onto any lot, nor shall there be any storage of building supplies on any lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painting, stucco, brick, wood-

treatment, or other similar treatment and in keeping with other residences in the Subdivision. No fake brick finish shall be permitted. No unfinished exposed concrete block walls shall be permitted. No prefabricated, modular, geodesic-dome, or elevated stilt type residence shall be allowed to be constructed within the Subdivision.

7. Outbuildings shall be permitted if they are approved by the Declarant and substantially follow the architectural design of the main structure approved. Approval shall be obtained in the same manners as provided in Paragraph 4 of Article V above.

8. Receptacles for mail and/or paper deliveries placed adjacent to or upon the right-of-way of the Roadways within the Subdivision by a lot owner in the Subdivision shall meet the requirements of the United States Postal Service, if any, and shall be enclosed and architecturally match finish of exterior of residence. There shall be no permanent receptacles for garbage and/or trash located in the front-yard or side yard abutting a Roadway of any lot on or adjacent to the right-of-way of the Roadways within the Subdivision. In addition, all receptacles for garbage and trash, except during the days of scheduled pick-up shall be located as not to be visible by vehicular traffic traveling along the Roadways within the Subdivision.

9. No above ground pools may be installed on any lot. All pools must be fully enclosed by fences, wall enclosures or screened enclosures, all with lockable doors.

10. For front-yard purposes, no part or portion of any residence and/or garage on any lot shall be erected closer than 30 (thirty) feet from front property lot line; nor closer than 30 (thirty) feet from any rear-yard property line; nor closer than 20 (twenty) feet from any side lot line or no closer than 20 (twenty) feet of any side lot line abutting a roadway within the Subdivision. These setback requirements herein are all subject in any event to any and all easements on the recorded Plat of the Subdivision and any larger set-back requirements imposed by applicable zoning ordinances affecting said property by any Governmental Entity.

11. No continuous hedge or planting shall be permitted between the front of the residence and the front lot line except with the prior approval of Declarant and except shrubbery next to the residence which does not detract from the neighborhood. No continuous fence, wall or like structure shall be permitted between the front of the residence and the front lot line except for decorative fences which must be approved by Declarant. No continuous fence, wall, hedge, planting or like structure over six (6) feet in height above normal ground level shall be permitted on any lot. Each fence which is installed or placed on any lot in the Subdivision must be of new material and constructed of either wood, security chain link, polyvinyl or finished masonry. Each such fence shall be constructed in a manner that does not detract from the Subdivision and shall be maintained in good condition. Further, any security chain-link fencing placed on any lot in the Subdivision shall be color-coated dark green, brown or black.

12. Each owner of a lot agrees to maintain and trim the vegetation in the road-right-of-way adjacent to each owner's lot and agrees to maintain and trim the vegetation located within all drainage swales and all easements located on each owner's lot. Each lot owner agrees to not change the design of the drainage/retention areas and easements and swales. Each lot owner understands that lands in the vicinity of the drainage/retention areas and swales and easements may be subject to temporary standing water when conditions decrease the rate of percolation and drainage runoff.

13. The Declarant to ensure that the landscaping is acceptable within the Subdivision establishes the following:

All areas on each lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped within a period of one (1) month after completion of the construction of the residence on such lot. Additionally, within one (1) month after completion of the construction of the residence on a lot, all lot yards of subject residence must be sodded and/or planted in vegetative ground cover and an underground sprinkler system for all yards and landscaped areas must be installed. Subject sprinkler system shall be properly maintained in good working order. All landscaped, sodded and vegetative ground cover areas shall be maintained and good horticulture standards shall be observed in the maintenance of same.

Residences shall be located on lots so as to minimize the necessity for removing trees from the lot. Except for removal of trees located where the residence and improvements will be constructed and except where removal of trees is approved in advance in writing by Declarant, as long as Declarant shall own a lot in the Subdivision, or until such time as Declarant shall file a written document conveying this right to the McIntosh Lakes of Hillsborough County Homeowners Association, Inc., no trees having a diameter of 6 (six) inches or more, measured twelve (12) inches above the ground level, shall be removed from any lot. Trees on lots shall be maintained in a good and healthy condition including protection against infestation and insuring proper fertilization.

14. All telephone, electrical and cable services to any residence must be underground from the point of distribution to the residence. No aerials of any kind or television antennas shall be permitted on any lot in the Subdivision. However, one small personal satellite dish per dwelling shall be allowed not exceeding twenty-four (24) inches in diameter mounted on the rear side of the roof of the dwelling constructed and maintained in good condition and in a location so as not to be visible from the street abutting the dwelling.

15. All motor vehicles located on any lot shall carry a current year's license tag registration. No house-trailers or mobile homes shall be parked on any lot at any time. Further, there shall be no parking of any trucks of any nature, other than pick-up trucks, vans or campers upon a lot. No vehicles may be stored upon any lot. Additionally,

boats and boat trailers must be stored either in the garage or may be parked in a location at the rear (back yard) of the residence and such boat and/or boat trailer shall not be visible from the Roadways in the Subdivision and shall not detract from the neighborhood. No vehicles, campers or boats on a lot may be used at any time for residential purposes. All motor vehicles, cycles and other engine-run apparatus located and/or run within the Subdivision by a lot owner, their guests and/or invitees, will carry legal sound control devices as prescribed by the manufacturer.

16. No livestock, poultry or other farm animals of any kind shall be raised, bred, or kept on any lot. Dogs, cats and other household pets may be kept on a lot provided that they are reasonable in number and that they are not raised, kept, bred or maintained for any commercial purposes and that proper restraint and control by use of a leash and/or secure enclosure are used in the keeping of them. No agricultural activities on a lot shall be permitted which results in the sale of an agricultural product grown on the premises whether sold in or out of the Subdivision.

17. No lot without a house constructed thereon shall be used for parking purposes nor shall any lot be used, without express written permission of Declarant and/or the McIntosh Lakes of Hillsborough County Homeowners Association, Inc., for ingress, egress, utility and/or drainage purposes to adjacent property. No major alteration of ground elevation shall be permitted on any lot. No lot owner shall construct outdoor clotheslines or expose fuel tanks on a lot. Each lot owner shall be responsible for lot and yard maintenance and shall, whether or not improvements shall have been constructed thereupon, maintain the upkeep thereof keeping the same free of debris, trash, unsightly weeds and litter.

18. The integrity of the drainage design of the Subdivision must be maintained, and no lot owner shall impair or divert any manmade drainage/retention areas and/or easements within or adjacent to the Subdivision. Prohibited activities include, but are not limited to digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities.

19. No building or improvements which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If not reconstructed or repaired within six (6) months from the date of the fire or casualty, the owner shall raze and remove the building or improvements from the lot promptly thereafter. The building of every residence, structure or other improvement upon a lot shall be diligently and continuously pursued until completed by a lot owner and may not be abandoned without completion.

20. No noxious activity, trade or business of any sort shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any use be made of any lot that

will in any way injure the value of any adjoining lot or the Subdivision as a whole.

21. Nothing contained herein shall prevent the present Declarant, its successors or assignees and/or designees from doing or performing on all or any part of the Subdivision not conveyed and/or transferred what may be determined to be necessary or advisable to complete and/or market the Subdivision development and/or the residential construction therein, including without limitation.

- a) Erecting, constructing and maintaining model residential units as may be necessary for the completing of the development and establishing it as a residential community and disposing of its lots or residential units through sale, lease, or otherwise; including without limitation to the promotion of all or a part of the Subdivision in a Parade of Homes or similar marketing endeavor(s); and
- b) Erecting, constructing and maintaining a separate sales office(s) within the Subdivision, within a model residential unit constructed in the Subdivision.
- c) Maintaining such signs thereupon and other advertising media as may be necessary in connection with the sale, lease or other transfer of the development in either lots and/or residential units to third parties.

22. The present Declarant and/or its assigns reserves the right to:

- (a) grant, convey, and/or dedicate and/or to expand the use and benefit of all easements contained in these Restrictions and within the Plat of this Subdivision or that may hereafter be imposed upon any property contained within this Subdivision by the Owner and/or its assigns to use and benefit of McIntosh Lakes of Hillsborough County Homeowners Association, Inc., its membership, guests and/or invitees.

23. Only boats under pedal or electric power shall be allowed on either Conservation Area. No gasoline or diesel powered boats or other powered engines shall be allowed thereupon

24. No owner shall be allowed to construct a seawall along the banks or shores of either Conservation Area. However, a dock may be constructed as long as it does not violate county, state or federal rules and regulations and further does not obstruct passageway of sea craft allowed in Paragraph 23 of Article V above.

ARTICLE VI
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce these covenants, conditions and restrictions shall be entitled to recover a reasonable attorney's fees

SECTION 2. SEVERABILITY Invalidation of any of these covenants or restrictions by Judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT AND TERM. Declarant shall have the right to amend, modify, or vacate the Use Restrictions as to any or all of said lots provided however, that said lots affected by said amendment, modification and/or vacation shall be those at that time owned by Declarant or, if said lot is not owned by Declarant said amendment, modification and/or vacation shall also be joined in and executed by both the Declarant and the subsequent grantee of any lot in this subdivision included in the amendment, modification and/or vacation. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may also be amended during the first twenty-five (25) year period by an instrument signed by two-thirds (2/3) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any Amendment must be recorded

Section 4 USE RESTRICTIONS AS TO LOTS 29 THROUGH 34 INCLUSIVE.

Declarant anticipates that Lots 29 through 34 of McIntosh Lakes as recorded in Plat Book 91, Page 16, Public Records of Hillsborough County, Florida may be replatted by Declarant into additional lots. Declarant may resubdivide or replat Lots 29 through 34 McIntosh Lake as recorded in Plat Book 91, Page 16, Public Records of Hillsborough County, Florida without the joinder or consent of any of the lot owners who are subject to the use restrictions contained herein. Declarant may impose restrictions on the resubdivided lots of the type and quality deemed appropriate by Declarant, in Declarant's sole discretion. Each lot owner of a subdivided or replatted lot shall automatically become a member of the McIntosh Lakes of Hillsborough County Homeowners Association, Inc. Upon recordation of the replat each lot owner shall pay dues in an amount equal to the amount payable by other lot owners within the Association.

SECTION 5 - DECLARANT'S ADDITIONAL RESERVED RIGHTS The Declarant has reserved certain rights in this Declaration concerning the development of the Property, obtaining exceptions to certain provisions of this Declaration, reviewing plans and specifications, granting approvals to owners of lots, and amendment of these Restrictions. The Declarant may assign and transfer such rights, provided such transfer is made in connection with the sale by the Declarant of all the Declarant's then interest in the Property. Declarant may, however, at anytime assign or transfer such rights to McIntosh Lakes of Hillsborough County Homeowners Association, Inc.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seal this 5th day of November, 2001.

Signed, sealed and delivered in the presence of:

MCINTOSH LAKE ESTATES, INC., a Florida corporation

Michelle B. Eliason
WITNESS
PRINT NAME: Michelle B. Eliason

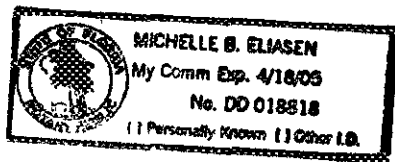
By William B. Bull
PRINT NAME: William B. Bull
As Its: President

Kim A. Jensen
WITNESS
PRINT NAME: Kim A. Jensen

STATE OF FLORIDA
COUNTY OF Polk

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William B. Bull, as President of MCINTOSH LAKE ESTATES, INC., a Florida corporation, who is personally known to me and did not take an oath.

Michelle B. Eliason
NOTARY PUBLIC



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EXHIBIT "A"
CERTIFIED COPY

All the land lying in MCINTOSH LAKES, according to the plat or map thereof described in Plat Book 91, page 16, of the Public Records of Hillsborough County, Florida