

3. All liability insurance maintained by the Association shall contain cross-liability endorsements to cover the liability of all Unit Owners. All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all owners of Units and their respective mortgagees, as their interest may appear. The company or companies with whom the Association shall place its insurance coverage must be responsible companies authorized to do business in the State of Florida.

4. All policies of casualty insurance covering the condominium property shall provide for the insurance proceeds covering any loss to be payable to the Association, and the same shall be received and held by the Association for the benefit of the owners of the Units involved and their respective mortgagees as their interest may appear and shall be used, applied or distributed in the manner hereinafter provided. The Association is hereby declared to be appointed as authorized agent for all owners of Units for the purpose of negotiating or agreeing to a settlement as to the value or extent of any loss which may be covered under any policy of casualty insurance and is granted the full right and authority to execute in the favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance procured by the Association pursuant to the foregoing. The Association shall furnish to holders of mortgages on any of the Units copies of the insurance policies involving such Unit and evidence that the premiums for the same have been paid.

5. In the event of destruction (either partial or substantial) of a Unit the Association and the Unit Owner shall give timely written notice of the destruction to institutional mortgagees of the Unit. The owner of said Unit shall cause the Unit to be repaired or rebuilt and shall commence and diligently pursue the repair or rebuilding of such Unit within twenty (20) days from the date of the insurance settlement. The insurance proceeds applicable to said Unit are to be promptly applied for by the owner of said Unit and/or the Association, as may be required, and shall be received by the Association and/or the

PL 3967 1196

institutional mortgagee of said Unit as either then agreed upon or as required by an institutional mortgagee, and held in escrow to apply to and assure the prompt payment of the cost of such repair and rebuilding. An institutional mortgagee shall have priority over the Unit Owner in directing application of the insurance proceeds. The Unit Owner shall be responsible for the amount of any "deductible" under the policy. In the event that the owner of an affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the owner of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee.

6. In the event of substantial destruction of the whole building (four or more of the Units substantially destroyed), the owners of the Units in the Condominium shall meet on ten (10) days' written notice, and, under the procedure used by the Association for the calling and conduct of meetings, shall determine by vote whether said building shall be rebuilt or whether the insurance proceeds, if any, shall be accepted and apportioned among the owners and mortgagees of Units in the destroyed building and the land sold, and the proceeds of sale distributed in like manner, or some other alternative followed; provided however,

that said owners shall be under an obligation to rebuild said building unless three-quarters (3/4) of the votes are for some other alternative. In the event that the alternative of having a sale of the property and is properly voted for then each Unit in the destroyed building is hereby obligated to be conveyed to any purchaser offering to purchase the destroyed building and the land, whose offer is acceptable to a majority of the Units in said building; the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the destroyed building, shall be divided among the owners and mortgagees of Units in said destroyed building, according to the respective values of the Units owned by them. The proportionate insurable values revealed by the casualty insurance policy shall be conclusive as to apportionment of proceeds. If the policy does not disclose this information, the respective proportionate values as revealed by the Property Appraiser's Rolls of the County of Hillsborough, shall be used for apportioning proceeds. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in said building by virtue of more than one Unit being damaged or destroyed, but the whole building not being substantially destroyed, such apportionment shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

XIV.

ASSESSMENTS AND LIENS

1. Institutional mortgagees taking title through foreclosure sales or by deed in lieu of foreclosure, and all purchasers at institutional mortgage foreclosure sales, shall take title free and clear of any and all liens of the Association which accrued prior to their taking title unless such lien was recorded in the Public Records of Hillsborough County, Florida, prior to the recording of said mortgage. Nothing in this paragraph is meant in any way to affect the personal liability of a Unit Owner for any Association liens placed on his Unit during his ownership.

2. Each Unit Owner shall promptly pay the regular assessments against his Unit when due, and any and all other assessments, charges and expenses as levied from time to time by the Board of Directors. All unpaid assessments, charges and expenses so levied shall bear interest at the maximum legal rate applicable to individuals, or, should Florida repeal its Usury Laws, the interest rate shall be equal to the then applicable prime interest rate charged by the First National Bank of Florida, Tampa, Florida, or its successor. No owner may exempt himself from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the Common Elements, or of the facilities of the Condominium or of facilities or services of the Association or by abandonment of his Unit.

3. All such assessments, charges and expenses shall be levied upon each Unit and the owner thereof and shall give rise to a lien in favor of the Association against the Unit, in addition to personal liability by the owner.

4. The lien or liens held by the Association for any and all unpaid assessments, charges and expenses shall be prior to all other liens except (1) liens for assessments, and/or taxes past due and unpaid on the Unit, and (2) liens securing payments due under bona fide mortgages recorded prior to the creation (as evidenced by a notice recorded in the public records of Hillsborough County) of such lien or liens in favor of the Association.

5. Subject to the provisions of paragraph 1 of this Article, upon the transfer of title to any Unit, by whatever means, all liens of the Association thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sales price or by the transferee.

6. Except as otherwise provided in paragraph 4, the transferee of title to a Unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of

title, without prejudice to the transferee's right to recover from the transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request, a statement of the amounts due, and the transferee's liability hereunder shall thereupon be limited to the amount stated, except that the purchaser of a Unit at a mortgage foreclosure sale, and his successors and assigns, shall not be liable therefor, except as provided in Paragraph 1 hereof.

7. In the event that any lien arises against a Unit due to the failure of the Unit Owner to pay any assessments, charges and expenses, and the assessments, charges and expenses remain unpaid for more than seven (7) days after they shall have become due and payable, or the Unit Owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-laws, or the rules and regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws, and which may be otherwise available at law or in equity, and may prosecute any action or other proceedings against the defaulting Unit Owner or the Unit itself or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided in the Condominium Act and the appointment of a receiver for the Unit and the ownership interest of the Unit owner, or for damages or injunction or specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

8. In the event of default by any Unit Owner, the Association shall have the authority to correct the default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the defaulting Unit Owner, his personal representatives, and successors in title.

9. All expenses of the Association in the enforcement hereof, whether by legal proceedings or otherwise, including court costs, attorneys' fees and other fees and expenses, shall,

in addition to the amount due, be recoverable by the Association against the defaulting Unit Owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate chargeable as set out in Paragraph 2 of this Article, shall be charged to and assessed against the defaulting Unit owner and be secured by a lien against the Unit.

10. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

RESTRICTIONS

The following restrictions shall apply:

1. All Condominium Units shall be and remain of like exterior design, shape, color and appearance as the original construction by Developer.
2. Occupants of Condominium Units shall not suffer, permit or maintain in or on their premises loud noises or obnoxious odors or any activity which would constitute a nuisance to neighboring Units.
3. The keeping of pets shall be subject to uniform rules and regulations of the Association promulgated from time to time.
4. No Unit Owner shall keep or park on the Common Elements any trailers, campers, boats or trucks, it being intended that the only vehicles permitted to be kept on the Condominium Property by Unit Owners, their guests, licensees, invitees or assigns will be conventional private passenger automobiles.
5. Each Condominium Unit shall be used exclusively as a single-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon, except for Units used by Developer.
6. Garbage cans, trash bags, and the like shall remain in designated areas except on collection days.

7. The occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay each Unit's share of all Common Expenses.

8. No Condominium Parcel or Unit shall be partitioned, divided or sub-divided or severed from the realty. No structural alterations or changes shall be made within ~~the~~ Unit without prior written approval of the Board of Directors of the Association.

9. Each Unit Owner, lessee or occupant shall maintain at all times in good condition and repair, the interior of such Unit, including interior walls, floors, ceilings, doors, windows, water, electrical and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electrical system" in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit or in the Unit itself.

10. Without the prior permission of the Association, no wires, TV antennas, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building, and no Unit Owner shall permit or maintain any exposed or outside storage or storage containers.

11. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

12. No Unit shall be the subject of a partition action in any court of the State of Florida, and all Unit Owners do by

Notwithstanding anything contained in this Declaration or the exhibits hereto to the contrary, Developers shall have the sole right to elect all Directors of the Association until such time as 15% of the total number of units in the Condominium have been conveyed to purchasers. At such time as 15% of said units have been so conveyed, notwithstanding anything contained elsewhere in this Declaration of Condominium or the exhibits hereto to the contrary, then Unit Owners other than the Developers shall have the right to elect not less than one-third of the Board of

DIRECTORS; ASSOCIATION MANAGEMENT

XVII.

3. No unit shall be leased for transient or hotel purposes. Any lease shall be in writing and shall be for the entire unit.

1. Except for any leasing by Developers, directly or through a broker, or by any institutional lender, no Condominium parcel or unit shall be sold or leased by any person, firm or corporation, for a term of less than one month.

LEASE RESTRICTIONS

XVI.

15. No signs of any type shall be maintained, kept or permitted on any part of the Common Elements or in or on any unit where the same may be viewed from the Common Elements, except for signs of Developer or his agent, and except for customary sale or lease signs, which may be regulated by the Association.

14. The occupants of units shall abide by all rules and regulations promulgated by the Association concerning occupancy and use of the Condominium Units and Common Elements and areas. Rules and regulations shall not discriminate against any unit or Unit Owners.

13. No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with radio or television reception in other units.

such action.

their acceptance of title to such unit, waive any right to bring  
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Directors of the Association. Upon the election of the first Unit Owner, other than the Developers, to the Board of Directors, the Developers shall forward to the Florida Division of Land Sales and Condominiums the name and mailing address of the Unit Owner board member. No more than 3 years after 50% of the total Units as aforesaid have been conveyed to purchasers, or 3 months after 90% of such Units have been conveyed to purchasers, or when all Units have been completed and some conveyed but no more Units are being offered for sale in the ordinary course of business by the Developers, or when some Units have been conveyed to purchasers but none of the others are being offered for sale by the Developers, whichever event occurs first, then Unit Owners other than the Developers shall be entitled to elect not less than a majority of the Board of Directors of the Association. Simultaneously with the election by the Unit Owners of a majority of the Board, the Developers shall deliver to the Association all items required by Section 718.301(4), Florida Statutes. In all events and notwithstanding anything elsewhere herein contained to the contrary, the Developers shall be entitled to elect at least one Director to the Board of Directors of the Association as long as the Developers hold 5% of the total number of Units in the Condominium for sale in the ordinary course of business. It shall be the duty of the Board of Directors of the Association to call meetings of the membership to effectuate changes in the Board of Directors in order to comply with the foregoing provisions within 60 days after a change would be required and on not less than 30 and not more than 40 days notice. If for any reason the Board of Directors fails to call a meeting of the Unit Owners to effectuate the above required changes in the Board of Directors, then any Unit Owner may do so by giving proper notice, as set out in Article XIX, to all other Unit Owners.

XVIII.

TERMINATION

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida.

as then existing, or by the unanimous consent of all Unit Owners and mortgagees.

XIX.

INSTITUTIONAL LENDERS; AMENDMENT OR TERMINATION

Notwithstanding anything contained in this Declaration or any of the exhibits annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium Parcel or Parcels shall first be obtained before this Declaration may be amended in such a way as to adversely affect their interests, or the Condominium terminated.

XX.

DEVELOPERS' RESERVED RIGHTS

Developers, their heirs, devisees, personal representatives and assigns, are irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units, and to assign use rights in the limited Common Elements, to any persons approved by them. Until all Units owned by the Developers have been sold, the Developers shall have the right to transact on the Condominium Property any business necessary to consummate sale or re-sale of Units, including, but not limited to, the right to maintain models, to have signs, to have a sales office and employees in the office, to use the Common Elements and to show Units, until all property owned by the Developers in the Condominium is sold. Signs and all items pertaining to sales shall remain the property of the Developers. The Developers retain the right to be the owner of unsold Units. The Developers guarantee that for six (6) months after the date of the recording of this Declaration: (1) the monthly Assessments for Common Expenses shall not increase over the amount set forth in the Estimated Operating Budget and (2) they will pay all actual common operating expenses in excess of the amounts collected from Unit Owners other than the Developers; provided, however, that during the aforesaid six (6) month period Developers shall not be liable for the payment of any monthly assessments on Units which they own.

XXI.

NOTICES

Notices provided in the Condominium Act, Declaration, Articles of Incorporation or By-laws shall be in writing, and shall be addressed to the Association or to any Unit Owner at the mailing address of the Condominium Property or at such other address as may hereafter be provided for. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at the building or at the door of his Unit in the building.

XXII.

CONDEMNATION

1. The taking of Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association, even though the awards may be payable to Unit Owners. If a Unit Owner fails to do so, in the discretion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

2. If a Unit or any portion thereof or the Common Elements or any portion thereof is subjected to a condemnation proceeding then any affected institutional mortgagee shall receive timely written notice of such proceeding or acquisition.

3. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

4. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners and mortgagees of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

5. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) The Unit shall be made tenable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(b) The balance of the award, if any, shall be distributed to the owner of the Unit or to each mortgagee of the Unit, as such mortgagee may direct.

6. If the taking is of an entire Unit or so reduces the size of a Unit that it cannot be made tenable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) The market value of the Unit immediately prior to the taking shall be paid to the owner of the Unit or to each mortgagee of the Unit as the mortgagee may direct.

(b) The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

(d) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes effected by the taking.

(e) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration

proceedings shall be assessed against all Unit Owners in proportion to the shares of the owners in the Common Elements.

7. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage on a Unit, the distribution shall be paid as the mortgagees of the Unit may direct.

8. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all directors of the Association, subject however to the rights of institutional mortgagees hereinafter set forth.

#### XXIII.

#### REGISTRY

The Association shall at all times maintain a register setting forth the names of the owners and mortgagees of all of the Units and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Unit. Further, the owner of each Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on such Unit, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The

holder of any mortgage or mortgages upon any Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Unit, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to same.

XXIV.

RIGHT OF ENTRY

1. In case of any emergency originating in or threatening any Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Unit, if required by the Association, shall deposit under the control of the Association, a key or keys to the front door locks of such Unit.

2. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Elements, the owner of each Unit shall permit other owners or their representatives, or the duly constituted and authorized Agent of the Association, to enter such Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice, subject to the provisions of paragraph 1 of this Article XXII.

XXV.

SEVERABILITY

Each and every covenant contained in this Declaration of Condominium and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

REF 3967 1210

**XXVI.**

**ENFORCEABILITY; ACTIONS**

All provisions of this Declaration are enforceable equitable servitudes, running with the land, and shall remain effective unless and until the Condominium is terminated.

The failure of any Unit Owner to comply with the provisions of this Declaration or of the By-Laws and Articles of Incorporation of the Association, will give rise to a cause of action in the Association and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both.

**XXVII.**

**MANAGEMENT CONTRACT**

Any management contract for the Condominium may be terminated by the Association upon the conditions and in the manner provided by Section 718.302, Florida Statutes (1979).

**XXVIII.**

**ADDITIONS PROHIBITED**

This Condominium is not subject to additions or expansion by the construction of any additional phases, all such expansion being expressly prohibited.

IN WITNESS WHEREOF, Chadwell Enterprises, Inc., has caused the signatures of its duly authorized officers to be affixed this 24 day of June, 1982.

CHADWELL ENTERPRISES, INC.

Attest:



M Chadwell

By: David R. Chadwell  
President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24 day of June, 1982, by David R. Chadwell as President of Chadwell Enterprises, Inc., who affixed his signature hereto.

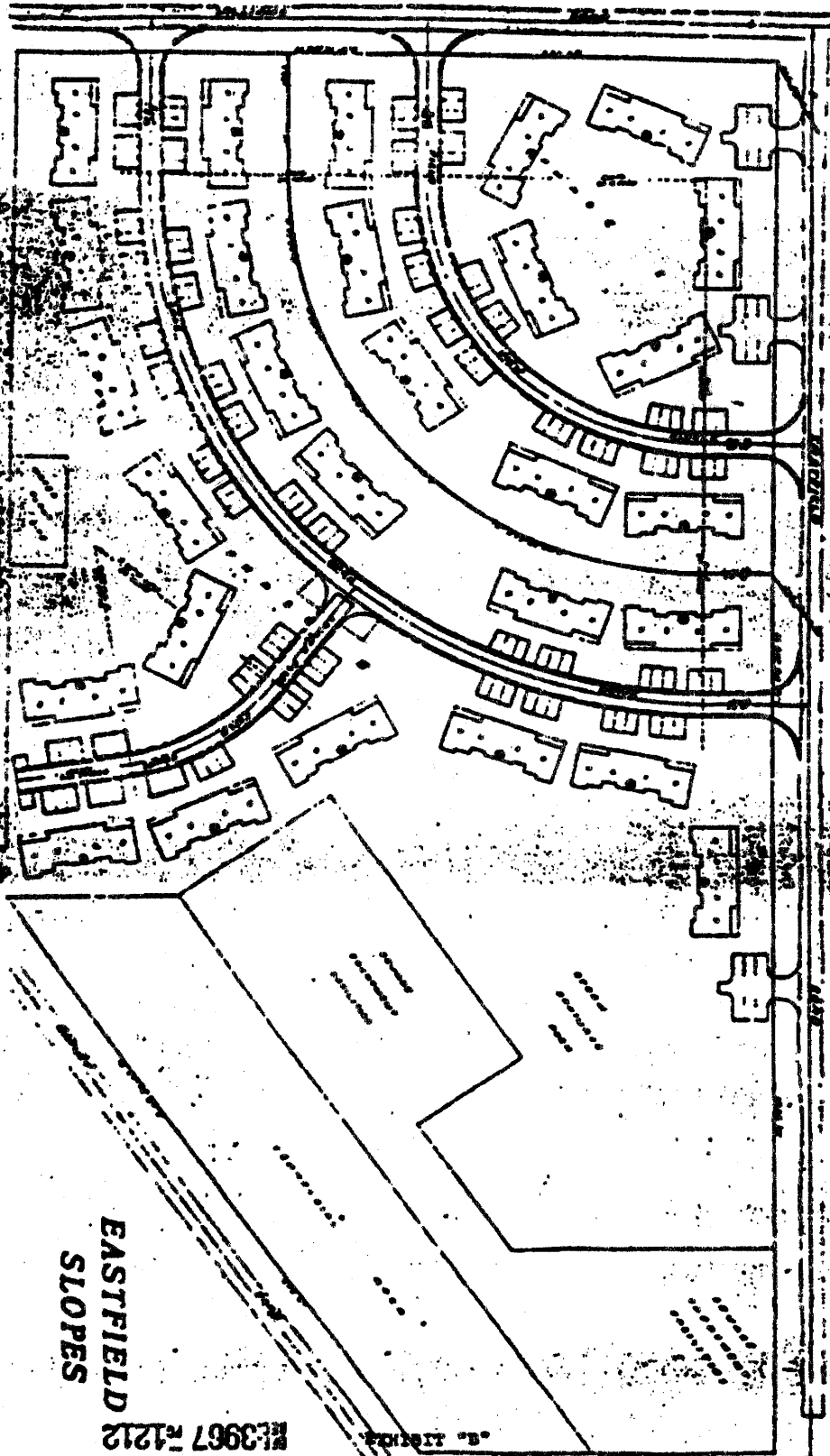
S. H. H.  
NOTARY PUBLIC



My Commission Expires:  
-30-

Notary Public, State of Florida at Large  
My Commission Expires March 11, 1986



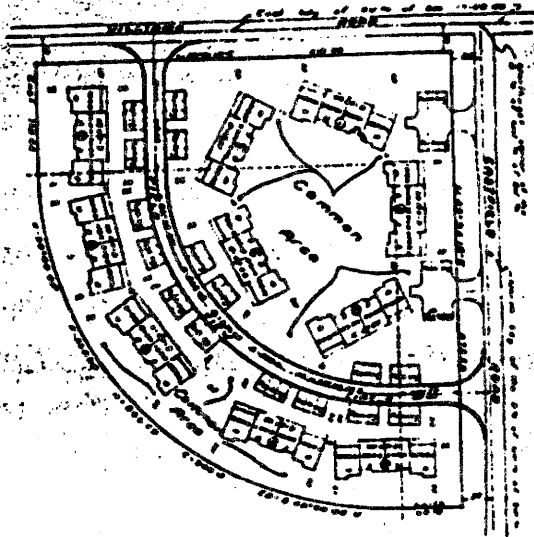


EASTFIELD  
SLOPES

PL-3967-1212

D. TIERNEY

# EASTFIELD SLOPES PHASE I A CONDOMINIUM VILLAGE



**LEGEND:**  
 - Outer Area 2' wide  
 - Outer Area 4' wide  
 - Outer Area 6' wide  
 - Outer Area 8' wide



**CONSTITUTION:**

The Board of Directors shall have the authority to manage the affairs of the Association and to enforce the covenants, conditions and restrictions of this Declaration. The Board shall also have the authority to adopt and amend the rules and regulations of the Association.

**COLLECTIONS:**

The Association shall have the right to collect from the owners of the units the amount of the common charges and any other amounts due to the Association. The Association shall also have the right to enforce the payment of these amounts.

*[Handwritten signature]*

**NOTES:**

This Declaration is made in full and complete satisfaction of the obligations of the Association to the owners of the units. It is intended to be read in conjunction with the Declaration of Condominiums and the Rules and Regulations of the Association.

Exhibit "A"

RL3967-1211

EASTFIELD SLOPES  
PHASE, II  
LEGAL DESCRIPTION

ME 3967 1213

A parcel of land lying in the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 28 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows: Beginning at a point 30.0 feet South and 503.28 feet East of the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 17, Township 28 South, Range 20 East, Hillsborough County, Florida; run thence North 89°54'10" East, 522.91 feet, along the South right-of-way line of Eastfield Road; thence South 00°10'37" East, 223.65 feet; thence South 55°24'07" West, 140.90 feet; thence North 34°35'53" West, 110.00 feet; thence South 55°24'07" West, 290.00 feet; thence South 34°35'53" East, 160.00 feet; thence South 00°10'37" East, 151.53 feet, to a point on the Northwesterly right-of-way line of Harney Road; thence South 89°56'39" West, 100.00 feet; thence South 00°03'21" East 50.00 feet; thence South 89°56'39" West, 371.27 feet; thence North 00°01'10" East, 240.00 feet, along the East right-of-way line of Williams Road; thence East, 113.42 feet, to a point of curvature; thence 565.49 feet, along the arc of a 360.00 foot radius curve, concave to the Northwest, chord bearing North 45°00'00" East, chord distance, 509.12 feet, to a point of tangency; thence North 60.70 feet to the Point of Beginning. Tract contains 9.40 acres.