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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

OF

PLANTATION OAKS

Terranova Holdings, Inc., a Florida Corporation, hereinafter called Declarant, is the owner in fee simple of a certain tract of real property located in Hillsborough County, Florida, known by official plat designation as *Plantation Oaks*, pursuant to map or plat thereof recorded in Plat Book III, Pages 41 through 43, inclusive, public records of Hillsborough County, Florida. Declarant reserves the exclusive right to add additional property subject to and for the benefit of terms and provisions hereunder, however, Declarant shall not be obligated to add any such real property.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above, and not excepted, each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Plantation Oaks HOA of Plant City, Inc., a Florida nonprofit corporation, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned or maintained by the Association, for the common use, and enjoyment of the owners.

Section 3. "Declarant" shall mean Terranova Holdings, Inc., a Florida corporation, its successors and assigns. Terranova Holdings, Inc. shall have, and does hereby reserve, the right to partially assign the rights as Declarant hereunder, whereby more than one entity or person shall have the rights as Declarant simultaneously.

Section 4. "Lot" shall mean any plot of land shown as part of the recorded subdivision plat of Plantation Oaks, referred to above, with the exception of those portions of said plat, which are designated as the Common Areas. Declarant, at its sole discretion reserves the right to add additional contiguous lands, for the purpose of residential development, to Plantation Oaks which shall be included within, and for which such additional property, the owners of such additional property shall become members of, the Plantation Oaks HOA of Plant City, Inc. However, Declarant shall not be obligated to add any such contiguous lands.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep signs, lighting, walls and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote an attractive, healthy, weed-free environment of optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association, as more fully explained in Article II below.

Section 7. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 8. "Mortgagee" shall mean any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, a credit union, and the Federal National Mortgage Association or similar agency.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

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Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

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ARTICLE II. Membership in Association

Until such time as control of the Association has been relinquished by the Declarant to the non-Declarant Owners, the Declarant shall be the sole Member of the Association. The Declarant shall be deemed to have relinquished control of the Association: (i) immediately upon the recording of a Notice of Intent to Relinquish Control in the Public Records of Hillsborough County, Florida, or (ii) three months after ninety percent (90%) of all Lots in all completed phases of Plantation Oaks have been conveyed by the Declarant. At such time as the Declarant relinquishes control of the Association all Owners shall be Members.

ARTICLE III. Assessments

Section 1. Lien and Personal Obligation of Assessments

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot whether or not shall be so expressed in his deed, to pay to the Association (1) an annual assessment and (2) special assessments for capital improvements. Assessments will 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 a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

Until the Declarant relinquishes control, the Member shall not be responsible for the payment of any portion of the assessments; rather, one hundred (100%) of all assessments shall be proportionately allocated among the other Owners with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Plantation Oaks minus any Lots owned by the Declarant. At such time as the Declarant relinquishes control, assessments shall be proportionately allocated among Members other than Declarant with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Plantation Oaks minus any Lots owned by the Declarant. Declarant shall not be under any obligation to pay any assessments after it relinquishes control. Article III, Section 1 may not be amended without the express consent of joinder of Declarant.

Section 2. Purpose of Annual or Special Assessments

The annual or special assessments levied by the Association shall be used exclusively to promote, or preserve the health, safety, welfare, recreation, aesthetics, and property values of the residents in the subdivision, and for the improvements, repair, and maintenance of the Common Areas in the Subdivision. Annual or special assessments shall include, and the Association shall acquire and pay out of the funds derived from annual or special assessments, the following:

- (a) Maintenance and repair of the common areas shall pass to the Association at the time of conveyance of the first lot and are described as follows: signs, landscaping, walls, community security, and other appurtenances; and any and all materials, equipment and the operation and maintenance located either above or underground, used in or compromising a part of various utility services. This also includes the cost of operation and maintenance of all dedicated areas, as well as the operation and maintenance costs of any drainage utility easements or "retention pond," and any landscape and utility easements.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas.
- (c) Acquisition of all furnishings, equipment, landscaping materials, and personnel necessary to manage and properly take care of the day-to-day operation and upkeep of the Common Areas, including any recreational facilities which may be located thereon (if any).
- (d) Maintenance, repair, and upkeep of the following: roadways, including entrance, electronic security gate, guard house (if any), signs and other appurtenances; all other roadways not dedicated to Hillsborough County including any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, water service, sanitary sewer service, storm drainage system, telephone service, and cable TV service system; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to Hillsborough County.
- (e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage.
- (f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

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- (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- (h) A standard fidelity bond covering all members of the board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (i) Any other materials, supplies, furniture, services, maintenance repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the term of this Declaration or By-Law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- (j) All other amounts that the Owners may agree upon or that the Board may deem necessary or appropriate for the operation, administration, and maintenance of the Association.

Section 3. Annual Assessment

- (a) Until January 1, of the year immediately following the conveyance of the first Lot by Declarant to an owner, the maximum annual assessment shall be five hundred seventy-five dollars (\$575.00),
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an owner the maximum annual assessment shall be fixed by the Board of Directors of the Association.

Section 4. Special Assessments

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 purposes of defraying in whole or in part, costs and/or fees associated with any construction, reconstruction, repair or replacement of a capital improvement on the common areas, related thereto, or for any other Association purpose or activity allowed in this Declaration. Any such assessment must be approved by the Board of Directors.

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 5. Commencement and Collection of Annual Assessments

The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an owner. The first annual assessment shall be prorated and due at the time of closing and shall, thereafter, be due and payable on January 1, of each subsequent year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the date such amounts become due. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, in its sole discretion, on or before February 15th of each year, cause to be recorded in the public records of Hillsborough County, Florida, a list of delinquent assessments as of that date.

Section 6. Subordination of Assessment Lien to Mortgages

The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. Property Rights

Section 1. Owner's Use and Enjoyment

Every owner of a lot shall participate in the Association subject to the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. Every owner shall have a right and easement of enjoyment in and to the Common Areas.

Gopher tortoise burrows have been identified and exist in the Plantation Oaks community. Gopher tortoises are listed by the State of Florida as a species of Special Concern. As this relates to constructing a home on a lot, the following options apply if a gopher tortoise burrow is found on any lot:

- a) Build at least 25' from entrances of individual burrows.
- b) Relocate tortoise to alternative areas. **A permit is required.**
- c) Relocate tortoise to alternative area on the same lot. **A permit is required.**

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Section 2. Delegation of Use

Subject to such limitations as may be posed by the by-laws, each owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests and invitees.

Section 3. Easements of Encroachment

There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Areas adjacent hereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment accruing due to the willful conduct of any owner.

Section 4. Other Easements

- (a) Easements for installations, maintenance and repair of utilities, drainage facilities, and the entry are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, sign or utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements thereon or therein shall be continuously maintained by the owner of such lot, except for improvements the responsibility for maintenance of which rests with the Association or some governmental authority or public or private utility company.
- (b) A blanket easement throughout Plantation Oaks for police powers and services supplied by the local, state and federal governments, and/or any security services that may be provided by the Association is hereby established for the Plantation Oaks Subdivision.
- (c) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation or right-of-way, and such easements, reservation and rights-of-way shall at all times be open and accessible to the Association, to public, quasi-public and private utility corporations, their employees and contractors approved and designated by the Association, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.
- (d) Declarant reserves unto itself and/or its assigns the unrestricted use of all easements for rights-of-way, utilities, security and police powers created herein or through the Plantation Oaks plat. Notwithstanding any other provision to the contrary, such right of use (described in this paragraph) shall not be limited to owners of lots in the subdivision, and may include property owners outside the subdivision.

Section 5. Right of Entry

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No partition: Subdivision of Lots

There shall be no judicial partition of the Common Areas, nor shall Declarant or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. Owners (other than Declarant) may not subdivide or separate any lot into smaller lots.

Section 7. Common Areas

The Common Areas and the surface water management system shall be owned and regulated by the Association for the benefit and use of all owners. It shall be the responsibility of the Association to operate and maintain the surface water management system within Plantation Oaks.

Property owners may remove all vegetation and other organic material within the wetlands and/or upland buffers adjacent to lakes within an area not to exceed 50 feet in width or 50 percent of the lake frontage, whichever is less. In addition, property owners may construct private docks within the cleared area which are exempt pursuant to Rule 40D-4.051(12)(c), Florida Administrative Code. Otherwise, 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, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline reinforcements.

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Section 8. Sales Offices

Notwithstanding any provision in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices and sales trailers, together with signs relating thereto, on a lot or lots until such time as all of the lots are sold.

ARTICLE V. Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Violation. If any person claiming by, through, or under Declarant, or his successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, the Association, or any Lot Owner to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including actions to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other monies for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment of court order shall in no manner affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be used as residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any of the said Lots, other than one single-family dwelling unit, all one-story improvements shall contain a minimum of 2,200 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and like. All two-story improvements shall contain a minimum of 2,400 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like.

For purposes of this paragraph, all square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches, patios, deckings, and covered walkways, breezeways, and approaches. All dwelling units shall have an attached garage adequate for at least two (2) automobiles. All garages shall be equipped with a movable garage door. Garage must be maintained operational for the storage of automobiles, boats or other motor vehicles. In order to maintain a harmonious appearance, no garage doors on any dwelling unit may face an adjacent public or private right of way. The garage door of a detached garage may face a public or private right of way only if the detached garage is located in the rear yard. No Owner shall be permitted to construct an attached garage for any use other than as a garage including but not limited to, its use as living space. All construction shall be conventional on-site construction, consisting of new materials. No fabricated, modular or manufactured homes shall be permitted on any lot. The exterior of all dwelling units shall have a decorative finish on all four sides, and no exposed or painted concrete block shall be permitted. No dwelling in the nature of geodesic domed, stilt homes, underground homes, modular houses, or mobile homes, shall be allowed on any Lot.

Section 3. Setback. All dwelling units will be required to observe a front yard set back of seventy-five (75) feet. Lot #29 will be the only exception and will be required a front yard set back of fifty (50) feet. No structures other than a fence shall be located upon any lot which is not in compliance with the set back requirement approved for the property by Hillsborough County, Florida.

For purposes hereof, structure shall have the same meaning and interpretation as defined by the County, Florida building code and as interpreted by the County Building Department.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance. In addition, the discharge of firearms shall not be permitted on any part of the Property.

Section 5. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, tent, shack, playhouse, tool house or other outbuilding shall any time be placed temporarily or permanently upon the Property. A detached garage or other accessory non-residential structure that is architecturally compatible to the dwelling house (matching the dwelling house in color and type of exterior) may be allowable with approval by the Architectural Review Committee and procurement by the lot owner of all appropriate government agency permits.

Section 6. Fences. All fences shall not exceed six (6) feet in height across the rear Lot line and the side lot line running from the rear property line no further than to incorporate a side entry garage door. No fences shall be erected in the front of a constructed dwelling unless such fence is white, 3 or 4 board vinyl- PVC, and does not exceed forty-eight (48) inches in height. Any fence erected along the rear Lot line shall, at a minimum, be constructed from field wire with one white PVC board across the top, or may also be constructed as all white PVC, all white PVC board, or combination of white PVC board with field wire. Any fence erected along the side Lot lines, or anywhere on a Lot other than the rear Lot line shall be constructed of a minimum of 3 board vinyl-PVC. No fence, hedge, or like obstruction located on any Lot shall be higher than six (6) feet. All fences, walls, hedges, or like obstructions so constructed or grown shall be constructed from new materials, but shall not use barbed wire or hog wire. Electric fences may be constructed in conjunction with any other approved fencing. Where any drainage easements within the Property are fenced, Owners shall allow access along these easements for maintenance by the Association or its agents. All fences, walls, and

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hedges shall be neatly maintained whereas to be in keeping with the neighborhood and shall not obstruct the natural or constructed drainage flow or water management system of the Property.

Section 7. Aerials, Antennas. Exterior television or cable antennas shall not be allowed. No satellite antenna (commonly referred to as a disk or dish) greater than 24 inches shall be installed in a Lot. Satellite dishes less the 24" in diameter shall not be visible from the front of the dwelling.

Section 8. Outdoor Clothes Drying. No outdoor clothes drying shall be allowed, except in the rear yard within a privacy fence and completely out of the view from any other Lot.

Section 9. Easements. The Declarant, for himself, and his successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege, and right on, over, and under (i) the Common Area and (ii) all easements of record as described on the Plat. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to Lot Owner's easement.

The Declarant shall have the unrestricted and sole right and power of alienation and releasing the privileges, easements, and rights referred to in this Section, so long as the Declarant shall own at least one (1) Lot within the Property. The Owners of the Lots subject to the privileges, rights, and easements referred to in this Section shall acquire no right, title, or interest in or to any pipes, lines, equipment, or facilities placed on, over, or under the Property which are the sole and the exclusive property of the Declarant and his successors and assigns.

Section 10. Parking. All motor vehicles located on any Lot must be in operative condition and bear, a current year's license tag registration. No tractor trailers, truck vans, or trucks larger than a one (1) ton capacity shall be parked on the Property. No house trailers or mobile homes shall be parked on any Lot at any time. No cars or trucks of any nature, including vans and/or campers, shall park on the right-of-way of any platted street within the subdivision. No vehicles, boats, or trailers shall be repaired on the Property, except for emergency repairs. No campers, motor homes, or tents shall be used on the Property as a residence, either temporarily or permanently, but campers, boats, and trailers may be permitted as long as they are hidden out of sight behind appropriate fencing or are stored in a garage. All motor vehicles, cycles or other engine run apparatus located 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 and must be parked only on a concrete driveway. No motor vehicles shall be parked in the yards on any Lot at anytime.

Section 11. Pets. All animals or livestock of any kind shall be raised, bred, or kept in any Lot as a pet, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets must be kept on a leash while not inside a fenced Lot. No free roaming animals shall be kept on a Lot at anytime. Notwithstanding the foregoing, exotic animals, including but not limited to, emus, ostriches, large cats, swine, goats, buffalos, and chickens, shall not be permitted on any Lot. The maximum number of horses (to be kept only in the rear of a residence) on any Lot cannot exceed two (2) animals.

Section 12. Architectural Review Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be such nature to defeat the intent and purpose of these covenants, the Architectural Review Committee shall have the right and authority to waive such a violation, but such waiver shall not be deemed to be a waiver of any future violations nor affect the enforceability of these restrictions.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in closed, permanently housed containers, so as to be concealed from a front road view, and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Sign. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the Property for sale, or signs used by the Declarant to advertise the Property during the initial construction and sales period.

Section 15. Common Area. No improvements shall be constructed upon any portion of the Common Area without the approval of the Board of Directors of the Homeowners Association, and so long as Declarant owns any Lots, the approval of the Declarant. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plat of the property for the use and benefit of all lot owners. Common areas are not for the use of dogs, cats or other household pets.

- a) No activities constituting a nuisance shall be conducted upon the Common Area.
- b) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon the Common Area.
- c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Owners.
- d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against the Property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain, and pay for adequate policies of public liability and fire and extend casualty insurance upon the Common

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Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association Members and Owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration, the Board of Directors and Officer's liability insurance.

- e) At all times hereafter all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.
- f) The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding the Declarant).

Section 16. Landscape and Property Maintenance. Each lot shall be landscaped as part of the construction of a residence thereon. Each Lot Owner shall keep that Lot Owner's respective Lot neat, clean, mowed, and free of unsightly objects at all times, and shall maintain any fences thereon in good condition and appearance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner reasonably satisfactory to the Architectural Review Committee, including landscaping, grass, and shrubbery, the Owner shall be notified and be given thirty (30) days in which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the buildings and other improvements located thereon at the sole cost of the Owner of said Lot. The costs of such repair, maintenance, and restoration shall constitute a lien upon said Lot, which lien shall become effective only upon the filing of a written claim of lien. The form, substance, and enforcement of said lien shall be in accordance with the mechanic's lien law of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance, and restoration. The lien herein provided will be subordinate to any first mortgage lien as provided in these restrictions.

Section 17. Lot Septic Systems and Well. Each lot will be serviced by a private well and septic system. Wells and septic systems shall meet all county and state requirements.

Section 18. Swimming Pools. No above-ground swimming pool shall be permitted on any Lot.

Section 19. Driveways. Either a paved asphalt or pavers with a minimum width of twelve (12) feet or minimum county requirements, running from the street which the dwelling unit will face or from the street on the side of the dwelling unit on a corner Lot, to the garage shall be constructed prior to the occupancy of the dwelling unit on any lot, unless waived by the Architectural Review Committee because the Owner has constructed a side-entrance garage or a change in the width if the driveway is necessary to save the existing trees.

Section 20. Roofs. All pitched roofs must have at least a 6/12 slope on the main body of the building. The composition of all pitched roofs must be a minimum of a 25 year fungus resistant architectural shingle.

Section 21. Reconstruction of Damage. No building or improvement 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 fire or casualty. If not reconstructed or repaired within six (6) months, the Owner shall raise and remove the building or improvement from the Lot. The building of every residential structure or other improvement upon a Lot shall be diligently and continuously pursued until completed by the Owner and may not be abandoned prior to completion.

Section 22. Vacant Lots. The grassy areas of any vacant lots shall be kept regularly mowed and trimmed on a monthly basis, and all areas of vacant lots shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. The Association shall have the right, but not the duty, to provide such maintenance to vacant lots, after ten (10) days notice to the owner of a vacant lot to perform such maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing maintenance under this section shall be paid by the owner.

Section 23. Storage. No items may be stored on a lot outside a dwelling unit or approved building including, without limitation, scrap metal, junk and salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, movers, and equipment, including garden hoses and sprinklers, shall be stored by an owner out of view, except when in use.

Section 24. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an owner unless the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARC and said boxes shall display only the name of the owner and the street number of the lot.

Section 25. Lighting and Utilities. All exterior lighting on any lot or dwelling unit must be designed and erected so as to avoid annoyance to any other owner, and to avoid unreasonable illumination of any other portion of the properties except the lot upon which the lighting is erected. The ARC shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the property.

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Section 26. Drainage Swales and Ponds. All drainage swales and ponds are to be maintained by the owner. If the swales and ponds are not properly maintained the Association shall be granted an easement for the maintaining of the swales and ponds.

Section 27. Fire Suppression System. A fire suppression system will be installed by the developer. This system will be owned and maintained by the Association in accordance with Hillsborough County fire code.

Section 28. Telecom Services. The Association shall have the exclusive right to provide and operate, or to permit others to provide and operate, within the Community, such telecommunications systems (including, without limitation, telephone, cable television, community intranet, internet, and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), security monitoring, systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation or provision thereof (collectively, the "Community Systems and Services") as the Association deems appropriate. Such right shall include, without limitation, the right to select and contract with companies that provide such services, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such services, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

The Association may, prior to or after the Turnover Date, enter into a long-term contract for such services, and/or for the administration and billing of such services, with any entity including an entity affiliated with the Developer. Community Systems and Services may be provided and charged against all Lots and Units as a Common Expense. If particular services or benefits are provided to particular Owners or Lots or Units at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Charges for Community Systems and Services shall be a continuing lien on the property of each Owner in favor of the Association and the provider or administrator of such services under contract with the Association in the same manner as and as more particularly described in Article III of this Declaration concerning Assessment liens in favor of the Association. This provision shall not be subject to amendment after the Turnover Date.

Developer may receive, and shall be entitled to retain, any and all rebates, credits, fees, or incentives relating to the installation, operation, or provision of any Community Systems and Services.

ARTICLE VI. Owner's Obligation to Repair

Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time to its initial construction, excepting only normal wear and tear by the elements.

ARTICLE VII. Architectural Control

No residence, building, mailbox, fence, wall, or other structure shall be commenced, erected, painted, or maintained upon the Properties, nor shall any exterior addition to, change, alteration, or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the natural, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All new construction must be fully completed within 365 days from the date of commencement of construction.

Section 1. Creation of Architectural Review Committee

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, to preserve the value of property at the subdivision, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of Plantation Oaks HOA of Plant City, Inc. shall appoint a committee to be known as the Architectural Review Committee, which committee shall have the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee. References in this Article to the committee shall mean the Declarant until the committee is appointed.

Declarant shall have the exclusive right of approval or disapproval of all architectural design within Plantation Oaks. All plans and specifications must be accepted and approved by Declarant prior to the commencement of construction of any improvements on any lot within Plantation Oaks. It shall be the burden of the lot owner to provide Declarant with complete plans, specifications and color samples prior to construction, and

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Declarant reserves the right to deny approval of construction and/or design for any reason, including, without limitation, aesthetic reasons. Prior to and upon transition of the homeowner's association from the Declarant to the homeowners, Declarant shall be exempt from obtaining approval from the Architectural Review Committee on all new construction performed by Declarant until the completion of the development.

Section 2. Construction of Residences and Miscellaneous Other Structures

No residence, building, fence, wall, boat dock or other structure shall be erected, maintained or altered on any lot within the subdivision, until the plans and specifications showing the nature, kind, shape, height, size, materials, colors, floor plans, elevations, and locations of the same have been submitted to and approved in writing by the Architectural Review Committee as to the harmony of external design and location in relation to the surrounding structures and topography.

Section 3. Alterations, Additions and Improvements of Residences

No owner shall make any structural alterations, or shall undertake any exterior repainting or repair of, or addition to his residence, including replanting, or other external attachments which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the Architectural Review Committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 4. Approval of Committee; how evidenced

Whenever in this article approval of the Architectural Review Committee is required, such approval shall be in writing. In the event the Architectural Review Committee fails to approve or disapprove within fifteen (15) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

ARTICLE VIII. Landscaping

Each owner shall provide and maintain landscaping, lawn and shrubbery upon his lot in keeping with the architecture of his residence. Prior to occupancy, all front, side and rear yards shall be equipped with an underground sprinkling system and shall be sodded with a minimum of 50 feet on all sides of any new home constructed with St. Augustine, or better quality grass, customarily used for lawn purposes. All disturbed areas as a result of construction will be sodded. Declarant shall have no responsibility for maintenance or landscaping on lots, common areas, streets, or drainage retention area. No Lot shall be used for ingress or egress or utility easements to serve an adjacent Lot unless prior written approval of the Declarant is obtained.

ARTICLE IX. Amendments and Miscellaneous

Section 1. Enforcement

Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any litigation, including breach, enforcement or interpretation, arising out of this declaration, or in conjunction with any of the documents or instruments referred to in this declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Section 2. Severability

Invalidation of any one of these covenants or restrictions by ordinance, judgment, or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the Association members. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.
- (b) Notwithstanding, any provision contained in this Declaration to the contrary, the Declarant, without the joinder or approval of the Association, the Owners, or any mortgagee of any property within the Subdivision, may record and amend this Declaration in any manner or fashion. This includes, without limitation, the right to change the interior design, dimensions and arrangement of all lots, including increasing or decreasing the number of lots for the subdivision, and to alter the boundaries of lots owned by the Declarant, or the boundaries of the subdivision.

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(c) Notwithstanding any provision contained in the Declaration to the contrary, any amendment or amendments adding additional phases or property shall not be required to be executed by, nor consented to by, lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision. To that end, Declarant specifically reserves the right to utilize and/or assign such rights of utilization in all roadways, rights-of-way, utilities, and common areas described hereunder or created by the plat. The owners of any such added property may become members in the Association. In addition, Declarant reserves the absolute right to amend this Declaration to change the number of lots to be contained in any subsequent phases. Said amendment need not be executed or consented to by lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision

Section 4. Subordination

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any first mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration

The covenants, conditions, and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the Owners of at least three-quarters (3/4) of the subdivision lots.

Should the Association be dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

IN WITNESS WHEREOF, undersigned has hereto set its hand and seal this 30th day of November, 2006.

Signed, sealed and delivered in the presence of:

Gail Allen
Gail Allen
Printed Name of Witness

Deborah Quattlebaum
Deborah Quattlebaum
Printed Name of Witness

TERRANOVA HOLDINGS, INC.
a Florida corporation

By: Peter E. Cassidy
Peter E. Cassidy, President
250 Avenue K, SW, Suite 103
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 30th day of November, 2006, by **Peter E. Cassidy** as President of **Terranova Holdings, Inc.**, on behalf of the corporation, and is personally known by me or has produced _____ as identification.

(Seal)



Phyllis Gail Allen
Notary Public - State of Florida
Phyllis Gail Allen
Print/Type Name of Notary Public
Commission No. DD 197207
My Commission Expires: 7/27/07