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Our File No. 8272-53

DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION

This DECLARATION OF COVENANTS AND RESTRICTIONS (Declaration), made and entered into this the 8th day of February, 2006, by D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as Declarant, 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WHEREAS, Declarant is the owner of certain real property in the County of Hillsborough, State of Florida, which is known as Eagle Palms Subdivision, (hereinafter Subdivision, and which is more particularly described as follows, to-wit:

See **Exhibit A** attached hereto.

WHEREAS, the Declarant desires to develop the real property described above by creating thereon predominantly a residential community of single-family attached townhomes, Common Area, as hereafter defined, to include Conservation Areas, and other common facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of such real property, and for the maintenance of such Common Area and to this end, desires to subject the properties to the covenants, restrictions, easements, and conditions hereinafter set forth, each and all of which is and are for the benefit of such real property as hereinafter defined, and each subsequent owner of any part thereof;

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, as hereinafter defined, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common facilities and areas, and administering and enforcing the covenants and restrictions contained in this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

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WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a non-profit corporation, Eagle Palms Homeowners Association, Inc. the purpose of which will be to exercise the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold and conveyed subject to the following covenants, restrictions, easements, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Subdivision and being binding on all parties having any right, title or interest in the Subdivision 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 Eagle Palms Homeowners Association, Inc., a Florida corporation not for profit, which is (or is to be) incorporated, its successors and assigns. Attached hereto and made a part hereof by this reference as **Exhibits "B" and "C"** are copies of the Articles of Incorporation and By-Laws, respectively, for the Association.

Section 2. County shall mean and refer to Hillsborough County, Florida, as governed through its Board of County Commissioners. To the extent that any portion or all of the Subdivision shall be annexed into a municipality, the term County as applied to lands within said annexing municipality shall refer to the annexing municipality.

Section 3. "City" shall mean and refer to the City of Tampa, Hillsborough County, Florida as governed through its Board of City Commissioners.

Section 4. Declarant and Developer shall mean and refer to D.R. Horton, Inc. a Delaware corporation, its successors and such of its assigns as to which the rights of Declarant/Developer hereunder are specifically assigned, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. Declarant/Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Subdivision. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 5. Declaration shall mean and refer to this instrument, the Declaration of Covenants and Restrictions, all as amended from time to time.

Section 6. FHA shall mean and refer to the Federal Housing Administration, an agency of the government of the United States of America.

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Section 7. Lot shall mean and refer to any numbered dwelling Unit site or plot of land shown on the recorded Plat, with the exception of the Common Area. The word Lot shall include both the platted site or plot of land, and the Unit located thereon when same has been constructed.

Section 8. Member shall mean and refer to a member of the Association, that is, an Owner of a Lot which is subject to assessment by the Association.

Section 9. Operation, Operate or Operated when used in conjunction with the Stormwater Management System means and refers to the repair, management, improvement, inspection, maintenance, deactivation, construction, renovation, operation, insurance, and replacement of, as well as the disconnection from or connection to, the Stormwater Management System.

Section 10. 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 Subdivision, but excluding those having such interest merely as a security for the performance of an obligation.

Section 11. Plans means and refers to drainage and stormwater management plans, together with any attachments thereto and drainage calculations, for the Subdivision on file with the County or the Water Management District, if any.

Section 12. Plat shall mean and refer to the plat of Eagle Palms Subdivision, as recorded in the Public Records of Hillsborough County, Florida.

Section 13. Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40C-40, or 40C-42, F.A.C. The Surface Water or Stormwater Management System constitutes common property owned and maintained by the Association.

Section 14. Subdivision shall mean and refer to that real property depicted upon the Plat as shown thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. Unit shall mean and refer to the individual residence constructed on a Lot.

Section 16. VA shall mean and refer to the Veterans' Administration, an agency of the government of the United States of America.

Section 17. Conservation Area shall mean and refer to those areas identified as Conservation, Conservation Areas, or Conservation Easement, as depicted on the Plat.

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Section 18. Cluster Building or Building shall mean and refer to the structure comprised of a group of townhome dwellings which are attached to each other and share common walls, roofs, etc.

Section 19. Common Expenses shall mean and refer to the actual and estimated expenditures, including reasonable reserves for maintenance, operation, or other services required or authorized to be performed by the Association with respect to common property, open space, surface water management systems, water management tracts, or public areas, all as may be found to be reasonably necessary by the Association pursuant to the Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 20. Common Property or Common Areas shall mean and refer to all real and personal property from time to time intended to be owned, operated, and maintained by the Association, and devoted to the use and enjoyment of all members of the Association, all at common expense. Common Property shall include, but not be limited to, easement areas which are held by the Association.

Section 21. Unit Dwelling shall mean and refer to any individual townhome building constructed on each lot, or any extension of said structure, including garages, driveways, porches, etc.

Section 22. Limited Common Property shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association, and devoted exclusively for the use and enjoyment of a unit. Limited Common Property shall include steps, porticos, entryways, stoops and patios.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to this Declaration. The property described in **Exhibit "A"** is and shall be improved, transferred and occupied subject to this Declaration.

Section 2. Additional Property. Declarant shall have the right, but not the obligation, to bring within the scheme of this Declaration, as additional property, additional lands within the vicinity of the property `subject to this Declaration, at any time within ten years from the date this Declaration is recorded, without the consent of the members of the Association or any mortgagee or other lienholder on any lot, so long as Developer is a Class A or B member of the Association, and provided that the Federal Housing Administration and Veterans Administration consent to such annexation, if required. Notwithstanding the foregoing, in no event shall any additional property be subject to this Declaration until such property is specifically incorporated into the scheme of this development as provided in Section 3 below. In the event additional phases of the development may

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become common property, said common property will, at that time, be owned and maintained by the Association.

Section 3. Method of Annexation. Additions authorized under this Article shall be made by recording a supplemental Declaration, extending the scheme of this Declaration, which shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the additional property. Said supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration, as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recording of any supplemental Declaration, the owners shall also have the right and non-exclusive easement to the use and enjoyment in and to the common properties, if any, and an obligation to contribute to the cost of operating, maintaining and insuring the additional common properties. Any supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recording of any supplemental Declaration, the additional property described herein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational or stormwater management facility situated upon the Common Area;
- b. the right of the Association to levy assessments against each Lot for the purpose of maintaining the Common Area in accordance with the restrictions on the recorded Plat and this Declaration;
- c. if and as permitted by applicable Florida law, the right of the Association to suspend the voting rights and right to use of any recreational facility 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;
- d. the right of the Association to dedicate or transfer, subject to this Declaration, 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; and

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e. the right of the Association to adopt at any time and from time to time and enforce Rules and Regulations, including the right to fine members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family, the Owner's authorized tenants, or contract purchasers who reside on the property.

Section 3. Construction and Sales. There is hereby reserved to the Declarant, its designees, and such of its successors and assigns who have been expressly assigned the rights set forth in this section, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Subdivision; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.

Section 4. Utility Easements. Use of the Common Area, excluding the Conservation Area, for utilities, as well as use of other utility easements as shown on the Plat, shall be in accordance with the applicable provisions of this Declaration. The Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Area (excluding the Conservation Area) for the installation and maintenance of community and/or cable television and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for the service to the Lots and other portions of the Subdivision.

Section 5. Other Easements. Easements are reserved over each Lot and the Common Area in favor of each other Lot and the Common Area in order to permit drainage and run-off from one Lot (and its improvements) to another Lot or Lots or to the Common Area or from the Common Area to any Lot or Lots. Easements are reserved over the Common Area in favor of each Lot and Lot Owner, his tenants, invitees, and agent for the purpose of ingress and egress to any Lot, and any encumbrance of the Common Area shall be subject the foregoing easement rights.

Section 6. Ownership and Use of Common Area. The Common Area is hereby dedicated to the Association and to the nonexclusive joint and several use, in common, of the Declarant and the Owners of all Lots that may from time to time constitute part of the Subdivision and the Declarant's and such Owners' tenants, guests and invitees. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance of such Common Area. It is intended that all real estate taxes assessed against the Common Area shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within the Subdivision. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Area, the Association shall be responsible for the payment of the same,

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including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation. Declarant and its affiliates shall have the right from time to time to enter upon the Common Area, excluding the Conservation Area, and other portions of the Subdivision, excluding the Conservation Area, for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Area and other portions of the Subdivision, excluding the Conservation Area, for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Subdivision. Without limiting the generality of the foregoing, the Declarant and its affiliates shall have the specific right to maintain upon any portion of the Subdivision sales, administrative, construction and/or offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Area shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Declarant shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 7. Maintenance of Common Areas, Surface Water or Stormwater Management System. The Association shall at all times maintain in good Operation and replace, as often necessary, the Stormwater Management System, all such work to be done as specified in this Declaration or in the Plans. Maintenance of any lighting/electrical fixtures which are integral parts of the Stormwater Management System shall include and extend to payment for all electricity consumed in the operation thereof. All work pursuant to this Declaration or the Plans and all expenses incurred hereunder shall be paid for by the Association, although the Association may recoup such costs and expenses as a part of assessments or other charges (either general or special) against individual Lots. No Lot Owner may waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of the right to use the Common Area.

Section 7.1 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

Section 8. Operation of the Stormwater or Surface Water Management System. The Common Area, upon which the Stormwater or Surface Water Management System is situated, shall be open spaces without any structures being permitted therein, except for structures which are a part of the Stormwater Management System. The Stormwater Management System shall be operated all in accordance with the standards, conditions, and requirements set forth on the Plans and the Permit issued by Southwest Florida Water Management District which standards, conditions, and

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requirements shall constitute minimum standards for the operation of the Stormwater Management System. At all times the Stormwater Management System shall be maintained in such a condition so that the Stormwater Management System equals or exceeds the design performance standards as shown in the drainage calculations on the approved Plans and the Permit issued by the Southwest Florida Water Management District.

Section 9. Stormwater Management System. If the Association has failed to maintain in good operation, the Stormwater Management System or failed to do so in compliance with the Plans or as otherwise required herein, the County may but shall not be obligated to, after giving the Association thirty (30) days' written notice sent to the Association's last known registered agent, Operate that portion of the Stormwater Management System in need of said operation. Said determination by the County to operate temporarily or permanently, any part or all of the Stormwater Management System shall be optional with the County, and the County shall be under no obligation to, either temporarily or permanently, operate the Stormwater Management System. All costs and expenses of the County resulting from any operation of the County of the Stormwater Management System shall be chargeable to and assessed by the County to the Association; provided, that in the event the County chooses to operate the Stormwater Management System in accordance herewith, the Association shall have thirty (30) days in which to pay the County's assessment expenses and costs after the Association receives a bill therefore from the County. If the Association shall fail to pay to the County within said thirty (30) day period for the cost of providing said services, the County has, and is hereby granted, a lien for the costs of said services. Said lien shall include interest to be assessed at a rate of eighteen percent (18%) per annum and may include the costs and reasonable attorney's fees for collection of the assessments and foreclosure of the said lien. The total cost of such services shall be pro-rated (based on a fraction, the numerator of which shall be the number 1, representing the Lot to be assessed and the denominator of which shall be the total number of Lots as depicted on the Plat) among all the Lots and shall constitute a lien against each Lot, for its pro-rata share, as the County shall deem appropriate. Further, to assist in collection of the costs for such services. The County shall have the power of lien and assessment to the same extent as the Association as set forth in Article IV of this Declaration. All such liens shall be subordinate to first mortgages upon the Lots.

Section 10. Access and Garage Easement. Access for ingress and egress to and from those lots designated on the typical drawing attached hereto as **Exhibit D** by the letters B and C is provided by a driveway, pedestrian access over and across community property owned by the Association, and garage easements over and across a portion of the adjoining consecutively numbered lot, and designated by the letter A (Lot A). The purposes of the driveway, pedestrian access, and garage easements shall be to provide those lots designated by the letters B and C, each with its own garage which shall be constructed on the ground level of Lot A, connected by a driveway to and from the street (Association Tract), adjoining Lot A, and to and from its main entry. The diagram attached as Exhibit D hereto is a typical representation of the driveway and pedestrian access easements over and across the common property and garage easement upon Lot A. The garage easement for Lot B garage is shown as BG on Exhibit D. The garage easement for Lot C garage is shown as CG on Exhibit D. Exhibit D also shows the driveway located on common

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property which serves as access to the Lot A garage designated as AG, to the Lot B garage designated as BG, and the Lot C garage designated as CG. The respective driveway and pedestrian access and garage easements for Lot B and Lot C shall be limited to those portions of Lot A and the community property upon which a garage, driveway, and sidewalks are initially constructed to serve each of those lots designated by the letters B and C. The garage easements shall extend to the interior surfaces of the walls and ceilings for purposes of affixing shelves, cabinets, and garage door openers. The easements shall not apply to the garage constructed on Lot A for the benefit of Lot A, and the owners thereof, or to any other portion of the Lot A dwelling unit constructed thereon, including, but not limited to, any portion of the Lot A dwelling unit constructed as a second story unit over and above the driveway, the Lot B garage and Lot C garage. A non-exclusive two foot wide pedestrian easement is designated over the common areas to the side dwelling entrance of Lots A, B and C. The easements described herein shall be exclusive easements for the benefit of Lots A, B and C, respectively of each cluster building shall run with the land, and shall be irrevocable.

Section 11. Declarant's Easement Notwithstanding the easement granted to the Association, Declarant hereby reserves to itself, its successors and assigns, and such other persons as Declarant may from time to time designate in writing, a perpetual, privilege and right in and to, over, under, on, and across the common property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of these properties and the facilities by the Association and owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any of the properties owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvement or unreasonably interfere with the enjoyment of the properties. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television cables and wire within the rights of way, common property and easement areas referred to hereinabove.

Section 12. Service Easement. Declarant hereby grants the delivery, pick up, and fire protection services, police, and other authorities of the law, United States Mail Carriers, representatives of electrical, telephone, cable television, and other utilities authorized by Declarant, its successors or assigns to service the properties, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress, over and across the common property for the purpose of performing their authorized services and investigations.

Section 13. Right of Entry. The Association shall have the right, but not the obligation, to enter onto any lot or dwelling to perform functions related to safety, security, the Association's duties and obligations imposed by this Declaration and in case of an emergency which rights may be exercised by the Association's officers, agents, employees, managers, and all policeman, fireman, and ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in emergency situations, entry shall only be during reasonable hours, and after notice to the owner. This right of entry shall include the right of Association to enter to cure any condition

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which may increase the possibility of a fire or other hazard in the event an owner refuses to cure the condition upon request by the Association.

Section 14. Easement for Encroachment. There shall be reciprocal pertinent easements of encroachment as between each lot and dwelling, and such portion or portions of the common property adjacent thereto, or as between adjacent lots and/or properties, due to unintentional placement or setting, or shifting of the improvements constructed, reconstructed, or altered thereon, including, but not limited to, party walls (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along the line perpendicular of such boundary at such point; provided, however, in no event shall an easement for encroachment exist as such encroachment incur due to the willful and knowing conduct on the part of an owner, tenant, or the Association.

Section 15. Easement for Overhangs. There shall be an easement over common property for eaves, soffits, balconies, porches, patios and equipment pads to a distance of five (5) feet beyond the lot lines.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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. Voting Rights. The Association shall have two classes of voting membership:

a. 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 among themselves determine and in accordance with the Association's By-Laws, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B. The Class B member(s) 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:

- (1) When the number of Class A votes equals the number of Class B votes; or
- (2) On January 1, 2015.

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ARTICLE V
COVENANT FOR ASSESSMENTS
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Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association initial or capital contribution fees, annual assessments or charges, cluster building assessments, and special assessments for capital improvements, and comply with these covenants and restrictions wherein costs suffered by the Association to correct violations which may be assessed against particular Owners and Lots and payment of certain enforcement penalties as provided for in Article XIII, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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 or persons who were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of the County.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association, for promoting the health, safety, welfare, and general aesthetics of the residents of the Subdivision; for the improvement and maintenance of the Common Area, including for the conservation and maintenance of the Conservation Area; for the improvement, maintenance, operation and management of the Stormwater Management System, including but not limited to work within retention areas, drainage structures, and drainage easements, for the payment of operating expenses of the Association, for the payment of taxes and insurance on the Common Area and Stormwater Management System, for certain Lot maintenance as provided for in Article V, for compliance with Architectural Control Committee requirements as provided for in Article VI, for compliance with and enforcement of other covenants or restrictions as provided for in this Declaration, for capital improvements, for reserves (if any), for lawn maintenance, irrigation, painting of buildings and repair and replacement of roofs on cluster buildings and for any other thing necessary or desirable, including but not limited to the cost associated with obtaining basic cable television services and utilities through a master meter for the Subdivision in the judgment of the Association, to keep the Subdivision secure, clean, neat and attractive, or to preserve or enhance the value of the Subdivision, or to eliminate fire, health or safety hazards, or which in the judgment of the Association may be of general benefit to its members.

Section 3. Annual Assessments. The Board of Directors of the Association shall create annual Budgets which, when divided by the number of Lots within the Subdivision, shall constitute the annual assessment.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of members of the Board.

Section 5. Uniform Rate of Assessment. Both annual assessments and special assessments for capital improvements must be fixed at a uniform rate for all Lots, and may be collected in advance on a monthly, quarterly or annual basis, provided that the Declarant shall be exempt from the payment of the annual assessments upon unsold Lots owned by the Declarant for so long as Declarant shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from such assessments.

Section 6. Cluster Building Assessments. The Association may levy and collect Building Assessments to pay for the repair, maintenance or replacement of Building or the limited common elements against the Owners of units within a Building. The assessments shall include all costs incurred in maintaining the exterior, painting, replacement and repair of roofs or the repair and replacement of damage to the Building not covered by a policy of insurance.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following recording of the Declaration in the Public Records of the County. The first annual assessment shall be adjusted according to the number of months remaining in the calendar 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. The due dates shall be established by the Board of Directors. The Association shall, upon demand for 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 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Board of Directors may assess a late fee in an amount determined by the Board of Directors from time to time in the event any assessment is not timely paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Failure to pay an assessment shall not constitute a default under an FHA/VA insured or guaranteed loan.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to an institutional lender (i.e., a bank, insurance company, or savings and loan association), or Federal Housing Administration or Veterans Administration insured, guaranteed, or owned mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No mortgagee shall be required to collect assessments.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity or the Association shall be exempt from the assessments created herein; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Trust Funds. The portion of all annual assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments for capital improvements, shall be held in trust by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 12. Class B Members Obligations for Assessment. Notwithstanding anything herein to the contrary, Lots owned by Class B Members shall be exempt from assessments. The Class B Members shall, however, pay to the Association all funds in addition to those collected from Class A Members necessary to operate the Association in accordance with its approved Operating Budget.

Section 13. Working Capital Contribution. In addition to annual and special assessments, the first Owner acquiring title from Declarant to a lot and all subsequent Owners shall pay at each Closing to the Association a contribution to working capital in the amount of Three Hundred Seventy-five and No/100 Dollars (\$375.00). The working capital contribution may be used by the Association for any purpose not expressly prohibited by this Declaration or Florida law.

ARTICLE VI TOWNHOME PROVISIONS

A. BUILDING AND DWELLING MAINTENANCE.

Section 1. Owner Maintenance Responsibilities. Each Owner shall be responsible for the maintenance, repair and upkeep of his Lot, all landscaping thereon, the dwelling, any Limited Common areas appurtenant thereto and any other structures located thereon or within the dwelling, except for the specific items which the Association is mandated to maintain as set forth in Section 2. Specifically, each Owner shall properly maintain his balcony or terrace, including but not limited to

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the flooring surface of such balcony or terrace. No Owner shall puncture such surface nor permit such surface to be punctured.

Section 2. Association Maintenance Responsibilities. In addition to the Common Areas and Common Property, the Association shall only be responsible for the maintenance, repair and upkeep of the following located upon a Lot:

A. Roofs. The Association shall maintain, repair, and replace the roofs on each cluster building and the cost thereof shall be a common expense of the Association. The term Aroof as used herein shall include shingles and all underlying structures creating the roof (trusses, etc.).

B. Exterior Maintenance. The Association shall maintain the exterior walls, excluding windows and doors, and shall repaint when necessary the Cluster Buildings and the cost thereof shall be a common expense of the Association.

C. Lawn Maintenance and Irrigation. The Association shall perform all lawn and irrigation maintenance around the Building including mowing, weeding and fertilizing and the cost thereof shall be a common expense of the Association.

D. Termite Bond. The Association shall maintain Termite Bonds on each Cluster Building and shall perform such repairs and treatments as may be necessary to maintain and renew said bonds.

B. PARTY WALLS.

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings and cluster buildings upon the properties and placed on the subdividing line between the Lots, shall constitute a Party Wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire of Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law.

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Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Easement for Encroachment. There shall be reciprocal perpetual easements of encroachment between each adjacent Lot or Unit due to the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

Section 7. Easement for Lateral Support. There shall be reciprocal perpetual easements of lateral support between each adjacent Lot or Unit upon the structural components, including the Party Walls for lateral support of each Unit. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Unit.

C. RIGHTS OF THE ASSOCIATION.

Section 1. In the event an Owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a majority vote of the Board of Directors and thirty (30) days' prior written notice to the Owner at the last address in the Association's records for said Owner, such notice informing the Owner that unless certain specified repairs or maintenance are made within a thirty (30) day period the Board of Directors may cause such necessary repairs or maintenance to be accomplished and charge same to the Owner, shall, upon the failure of the Owner to act within said period of time, have a right, through its agents and employees, to enter upon said Lot and to repair, clear, trim, maintain and restore such Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Lot is subject. In no event shall the Association or any of its agents be liable for trespass in causing necessary repairs or maintenance to be accomplished pursuant to this Article.

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D. Casualty Loss to Structures.

1. The insurance maintained by the Association shall be standard condominium-type coverage on the structures, and shall not cover damages for loss of use of the Unit, and shall not cover contents, furnishings, fixtures, floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, water heaters, water filters, built-in cabinets and countertops, window treatments (including drapes, blinds and hardware), and air conditioning compressors that serve only one Unit (regardless of where located).

2. In the event a building is damaged or destroyed, the Association shall, with reasonable diligence, cause the affected building to be repaired and replaced. The Association shall receive any insurance benefit paid as a result of any casualty as trustee for the benefits of the Owners within the affected buildings, and shall use such benefits for the purposes for which they were paid.

3. The Unit Owners within any affected building shall be responsible for reimbursing the Association for any expenses which the Association incurs in repairing or replacing any damage to any building which is not covered by any policy of insurance whether as a result of deductibles or exclusions. The Association shall be entitled to levy and collect Building Assessments for all amounts due from the Owners of Units within affected buildings. Such assessments shall be paid within thirty (30) days they imposed, and shall accrue interest at the rate of eighteen percent (18%) per annum from and after their due date. The Association shall be entitled to impose a lien upon any Unit for all unpaid Building Assessments.

4. The Association shall not be liable to any Owner for any damages, losses or claims for personal injury or property damage including, but not limited to, loss of personal property, fixtures, and loss of use of any Unit, arising out of damage or destruction of a building or any repair or replacement thereof. Owners shall be solely responsible for insuring the contents of their Units as well as any loss of use of any Unit or items not covered by the Association's insurance, whether as a result of deductibles or exclusions.

ARTICLE VII
CONSERVATION EASEMENT

Section 1. Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes, Declarant has granted to the Florida Game and Fresh Water Fish Commission a conservation easement in perpetuity over the property described in the Conservation Easement recorded on December 16, 1998 in Official Records Book 09385, Page 1570-1618, Public Records of Hillsborough County, Florida. A copy of the dedication is attached hereto as **Exhibit "E"**.

1.1. Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to

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prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

1.2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas, inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

- a. Construction of placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
- b. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- c. Removing, destroying or trimming trees, shrubs, or other vegetation;
- d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;
- e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- g. Acts or uses detrimental to such retention of land or water areas;
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;
- i. Removal or damage of fences, if any, designating the boundaries of the conservation areas.

1.3. Responsibilities. The Association, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

1.4. Rights of District. To accomplish the purposes stated in the Conservation Easement, the Declarant conveyed the following rights to the District:

- a. To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement;

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b. To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement;

1.5. Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

1.6. Permits. Copies of all Permits and any future SWFWMD Permits shall be maintained by the Association's Registered Agent for the Association's benefit.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Approval of Building Plans. All building plans for structures, including but not limited to buildings, patios, mail boxes, and signs, must receive approval by and a permit from the County, or if the real property upon which the structure is proposed to be built has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. In addition, no building, mailbox, patio, sidewalk, paved area (other than platted streets), basketball hoop, pet house, sign, outside antenna or other structure or improvement shall be commenced, erected, placed, maintained or altered on any Lot nor shall any awning, canopy, shutter, enclosure or improvement be attached to or placed upon the outside walls for roof of any building or other structure on any Lot until the construction plan and specifications and a plot plan showing the location of same, have been approved in writing as to the harmony of exterior design, materials and colors with existing structures, as to location with respect to surrounding structures and topography, and as to the harmony of the quality of finished standards with existing structures, by the Architectural Control Committee. A copy of the construction plans and specifications showing the nature, kind, shape, height, materials, square footage, location, color, and landscaping of same, and a plot plan, together with such additional information as may be deemed pertinent by the Architectural Control Committee, shall be submitted to such Committee, or its designated representative, prior to commencement of construction in such form and detail as such Committee may elect in its sole discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final, conclusive and binding. The existence of the signatures of at least three (3) members of the Architectural Control Committee on any plans or specifications shall be conclusive proof of the approval by such Committee of such plans and specifications.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) to five (5) in number, and shall be appointed by the Declarant until control of the Association has been passed to the Owners other than the Declarant, at which time such members

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shall thereafter be appointed by a majority vote of the Board of Directors and shall serve at the pleasure of said Board; provided, however, that in its selection, the Board of Directors shall appoint a designated representative of Declarant to such Committee for so long as the Declarant owns any Lots in the Subdivision.

Section 3. Quorum. A quorum of the Architectural Control Committee shall be three (3) members. No decisions of said Committee shall be binding without a quorum present.

Section 4. Planning Criteria. The Architectural Control Committee may from time to time promulgate and amend guidelines concerning construction criteria; however, such criteria if promulgated shall only serve as a guideline and the Architectural Control Committee shall retain its full and complete authority and discretion to approve or disapprove construction under the provisions of this Article.

Section 5. Enforcement. The Architectural Control Committee, along with the Declarant and/or the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof. Should any Owner fail to comply with the requirements hereof, after thirty (30) days written notice, the Architectural Control Committee, the Declarant and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof, and charge the cost thereof to the Owner. Should the Architectural Control Committee, the Declarant, and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The Architectural Control Committee, the Declarant and the Board of Directors of the Association, or their agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the Architectural Control Committee, the Declarant or the Board of Directors.

ARTICLE IX GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkept condition of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific Lot.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Subdivision community. There shall not be maintained in the Subdivision any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owners thereof.

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Section 3. Commercial Vehicles, Trailers, Boats and Parking. No oversized vehicle, truck, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Area. With regard to Lots the prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles such as for pick-up or delivery and other commercial services, nor to vans or pick-up trucks for personal use which are in acceptable condition in the sole opinion of the Board of Directors, nor to any vehicle of the Declarant or its affiliates. No commercial vehicle shall be placed, parked, left, or stored on any portion of the Common Area. Any such vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 4. Trees. No trees may be removed without the written approval of the Association.

Section 5. Temporary Structures. No structure of a temporary character shall be placed upon the Subdivision at any time, provided, however, that this prohibition shall not apply to temporary shelters used by a contractor during the construction or repair of the improvements upon the Subdivision. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 6. Electromagnetic Radiation, Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No exterior antennas, to include without limitation satellite dishes larger than eighteen inches (18") in diameter and short wave radio antennas, shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines, and except that Owners may install one normal rooftop television antenna or one satellite dish eighteen inches (18") or smaller in diameter as approved by the Architectural Control Committee.

Section 7. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear Unit Dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Unit Dwelling line. All clothes

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poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 8. Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted. No building shall have any aluminum foil or other reflective material in any window or glass door.

Section 9. Vehicles and Repair. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain on or adjacent to any Lot or the Common Property for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time. No portion of the Common Area may be used for parking of such inoperative vehicles.

Section 10. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 11. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. For purposes hereof, household pets shall mean dogs, cats, domestic birds and fish. No more than two (2) cats and/or dogs may be kept on any Lot. All household pets shall be kept on a leash when not kept within an enclosed area. Any pet deemed objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days notice. Owners of pets shall promptly pick up all waste deposited by its pet(s) upon common areas.

Section 12. Vegetable Gardens. No vegetable gardens shall be permitted.

Section 13. Hunting. No hunting shall be permitted anywhere in the Subdivision.

Section 14. Exterior Displays. Except for seasonal decorations, an Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roof, exterior walls, doors, balconies or windows of his Unit; provided, however, that standard exterior improvements such as awnings and shutters may be added with the approval of the Architectural Control Committee.

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Section 15. Building Requirements. Only single family attached townhomes shall be constructed in the Subdivision. No Unit shall be constructed of such dimensions that the living area (which excludes garage, patios or other appurtenances which are not customarily considered to be Aliving area) is less than one thousand (1,000) square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied with.

Section 16. Signage. No sign of any kind other than Declarant's marketing signs and flags shall be displayed to the public view on any Lot.

Section 17. Storage Receptacles. No Lot or the Common Property shall be used as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers. There shall be no burning of trash or other waste material. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed under the surface of the ground or in walled-in areas or screened with fencing or shrubbery approved by Architectural Control Committee so as not to be visible from the street or objectionable to an adjacent property.

Section 18. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. The right to select a garbage collection company for use by all Lots and to include billings for same as part of assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the County or hauler is required, and well sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

Section 19. Fences. No Fences shall be permitted other than subdivision perimeter fences owned and maintained by the Association

Section 20. Maintenance. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and in all events, free from refuse, debris, unsightly growth and fire hazard.

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Section 21. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television or which may impede the flow of water through drainage channels in the easements except as a part of the Stormwater Management System. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible.

Section 22. Easements for Access and Drainage. Easement for maintenance and operation of Surface Water or Stormwater Management Systems are reserved as shown on the Plat. The Association shall have a perpetual access over all such easement areas of the surface water or stormwater management system for access to operate, maintain or repair the system. The Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Southwest Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District. Nothing contained herein shall operate to create an easement other than those depicted on the Plat.

Section 23. Reconstruction. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than two (2) months. The Owner thereof shall raze or remove said destroyed or partially destroyed building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed building or improvement.

Section 24. Land Use and Building Type. No building constructed on a Lot (except for model lots) shall be used except for residential purposes. Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be subject to approval and permitting by the County, and shall be otherwise permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Declarant or its affiliates (except if such changes are made by the Declarant) without the consent of the Architectural control Committee as provided herein and without approval and permit issued by the County. If the real property upon which the said building(s) proposed to be changed has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County.

Section 25. Condition and Construction. All Lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the

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accumulation of rubbish or debris thereof. Every building, structure or other improvement, the construction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

Section 26. General. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Lots or properties owned or controlled by Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

a. erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the Subdivision as a residential community and disposing of the same by sale, lease or otherwise; or

b. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Lots.

Section 27. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 28. Swimming Pools. No swimming pool of any type may be constructed or placed on any lot.

Section 29. Insurance. Nothing in this Declaration shall be construed to permit, and no person other than the Owner of a Lot, or the mortgagee where permitted by the mortgage, shall have the right to place hazard or liability insurance for that Lot.

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Section 30. Boat Docks. No boat docks or piers shall be constructed upon any lake by any member. Nothing contained herein shall preclude the Association from constructing a single dock upon common areas in compliance with the rules of any applicable governmental agency whether state, federal, municipal or county.

Section 31. Boats and Motorized Water Craft Prohibited. No boats or water craft propelled by gas diesel or electrical power shall be permitted upon any body of water within the subdivision.

Section 32. Ramps. No skateboard or bicycle ramp or similar structure shall be maintained on any Lot or the Common Property.

Section 33. Mailboxes. The Declarant shall install mail boxes for all lots which shall thereafter be maintained and replaced by the Association. No Lot Owner shall be entitled to install a mail box on any Lot.

Section 34. Screen Enclosures. Screen Enclosures may only be constructed with metal anodized components and must be approved by the ARB. No Screen Enclosures may be constructed on the front of any Unit

Section 35. Security Bars. No security bar system may be installed on any window or door of any Unit Dwelling within the Subdivision.

Section 36. Flags. One portable removable United States flag that may be displayed in a respectful manner by each owner. The flag shall at all times be displayed right side up and shall not exceed thirty six (36) inches in length or width. The display of all other flags is prohibited.

Section 37. Shed and Utility Buildings. No shed, utility building or storage buildings shall be constructed, placed or maintained on any Lot.

ARTICLE X SPECIAL RESTRICTIONS AFFECTING COMMON AREA

Section 1. General Intent. It shall be the intent and purpose of this Declaration and these restrictions and covenants to maintain and enhance the Common Area. It shall be the further intent and purpose of the Declaration and these restrictions and covenants to protect any natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wildlife, game and migratory birds.

Section 2. Buildings. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as a Common Area; and

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likewise, no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as Common Area.

Section 3. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as a Common Area.

Section 4. Control of Pets. Authorized pets shall only be walked or taken upon those portions of the Common Area designed by the Association from time to time for such purposes. In no event shall said pets be allowed to be walked or taken on or about any Conservation Area contained within the Subdivision. Owner shall promptly pick up all waste deposit by their pet(s) on common areas.

Section 5. Access to Restricted Common Area. Owners, their families and guests shall not enter into any restricted Common Area designated for conservation purposes, except and unless a trail, path, or boardwalk has been constructed by the Declarant, or the Association as provided for above, in which case any person entering into a Common Area shall remain on such trail, path, or boardwalk and shall not disturb or disrupt the natural vegetation or wildlife. The foregoing shall not obligate the Declarant, or the Association to construct any trail, path, or boardwalk or similar feature upon the Common Area. Further, no such trail, path, or boardwalk shall be created, unless first approved and permitted by the County.

Section 6. Restriction Regarding Use of Lakes. The use of any lake is limited to swimming, fishing and the use of non-motorized water craft. Water craft propelled by electrical, gasoline, or diesel engines are strictly prohibited.

ARTICLE XI GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 2. Duration. 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.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

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Section 4. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Association and the County. If the Lot subject to further subdivision or boundary change has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. The Declarant reserves the right to re-plat any Lots in the Subdivision prior to their sale, without the necessity of the joinder or approval of the Association or other Owners of Lots in the Subdivision, subject to review and approval by the FHA and/or the VA as provided herein below.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA and/or the VA:

- a. Annexation of additional properties,
- b. Dedication of Common Area, and
- (c) Amendment of this Declaration of Covenants and Restrictions.

Section 6. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from specific Rules and Regulations upon written request therefor and good cause shown in the sole opinion of the Board.

Section 7. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated into the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 8. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) hereof, it is the intention of the Declarant as fee simple owner of the Subdivision, and all other fee simple owners of portions of Subdivision who have joined in the execution of this Declaration, that this Declaration shall constitute covenants running with the land and with title to the Subdivision or any part thereof, or as equitable servitudes upon the land, as the case may be.

Section 9. Dissolution of Association. In the event of a permanent dissolution of the Association, the fee simple owners of Lots in the Subdivision shall immediately thereupon hold title to the Common Areas, excluding the Storm Water or Surface Water Management System, as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the County. Prior to dissolution, the Association shall

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convey to the County the Common Property comprising of the Storm Water or Surface Water Management System. In no event shall the County be obligated to accept any dedication offered to it by the Association or the fee simple owners of the Subdivision pursuant to this Section, but the County may in its sole and absolute discretion accept such a dedication, and any such acceptance must be made by resolution adopted by the County Commission. In the event the County rejects the transfer of the Storm Water or Surface Water Management System, said System shall be dedicated to a non-profit corporation similar to the Association. Any successor to the Association, including the fee simple owners of Lots shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Stormwater Management System, if any, and the Common Area.

Section 10. Swale Maintenance (if applicable). In the event the Developer has constructed a Drainage Swale upon any Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time, the lot owner, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Southwest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale may be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Section 11. INTENTIONALLY DELETED

Section 12. Median Landscape Maintenance. The Association shall be responsible for maintaining all landscaping and irrigation within all medians in public streets or rights of way located within the Plat.

ARTICLE XII ESTOPPEL CERTIFICATE

The Association shall deliver an estoppel certificate within ten (10) days of a written request therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

ARTICLE XIII ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association without the necessity of being recorded in the public records.

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Section 2. 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 this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. If and as permitted by applicable Florida law, the Association shall have the right to suspend voting rights and use of Common Area (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 2.1. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

Section 3. Fines and Penalties. In addition to all other remedies, fines may be imposed upon an Owner, voting rights of an Owner suspended and rights of the Owner and its guest to use of common areas, excluding those necessary for access, suspended for failure of an Owner, his family, guests, invitees or employees, to comply with this Declaration or any covenant, restriction, rule or regulation, provided the following are adhered to:

a. **Notice.** The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee appointed by the Board of Directors (herein, the committee) at least fourteen (14) days= notice of such meeting shall be given. The Committee shall consist of three or more members appointed by the Board of Directors. The members of the Committee shall be appointed by the Board of Directors but not be Officers, Directors or employees of the Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines and penalties may only be imposed by a majority vote of the Committee.

b. **Hearing.** The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why penalties should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee=s meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. **Penalties.** The Committee may impose fines against the Owner of the Lot owned or occupied by the violator for an amount equal to \$100.00 per day for each day an Owner allows a violation to exist which fine shall not exceed \$5000.00 in the aggregate.

d. **Payment of Penalties.** Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties. Once paid, all rights of the Owner and their guests shall be deemed reinstated.

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e. Collection of Fines. Fines shall be treated as special assessments subject to the provisions for such assessments provided for in Article IV as modified herein.

f. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XIV AMENDMENT TO DECLARATION

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

Section 1. Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered.

Section 2. An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.

Section 3. No amendment may be adopted which discriminates against any Lot owner or against any Lot or class or group of lots, unless the Lot owners so affected consent thereto. No amendment shall change or alter any Lot or the share of the Common Elements appurtenant thereto, nor increase the Lot owner's share of the Common Expense, unless the record owner of the Lots concerned and all record holders of liens on such Lots shall join in the execution of the amendment. Nothing in this paragraph shall limit the Board of Directors in its power as delineated in these Declarations.

Section 4. A copy of each amendment, accompanied by adopted resolution, shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be effective when said documents are so recorded. Likewise, any amendment accomplished by agreement of the required number of Members or, where required, by all Lot owners and record

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owners of liens or mortgages, shall be effective when the agreement effecting such amendment is recorded among the Public Records of Hillsborough County, Florida.

Section 5. Notwithstanding anything hereinabove set forth in this Article, the Declarant reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, until such time as ninety percent (90%) of the Lots have been sold and the ownership interests therein are actually conveyed to purchasers other than the Declarant; provided, however, that any such amendment must comply with the terms of Article XIV Section 3 hereof.

Section 6. Each Lot owner consents that this Declaration may be amended by Declarant so long as Declarant is a Class B member, to conform to the requirements of any Institutional Mortgagee and of any Federal agency (including such agencies as FNMA and GNMA) which insures or purchases mortgages.

Section 7. Any amendment to the Covenants and Restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance, in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

ARTICLE XV UTILITIES

Section 1. Master Water Meter. The Association shall have a master water meter, in order to provide water service to each Lot, and the Association may employ a sub-metering system for reporting purposes. The assessments contemplated by Article V shall include the cost incurred by the Association to provide water service to each Lot. The Owners shall not be billed separately on a consumption basis. Each Owner shall properly maintain all plumbing components contained within such Owner's Unit, in order to avoid water leaks. The Association may enter any Unit in the event of an emergency, or to repair any defective components, and the Unit Owner shall be responsible for any cost so incurred by the Association.

ARTICLE XVI DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

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(a) It is the express intent of this Declaration and the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the prevention of tortuous activities; and

(c) The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making a use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

As used in this Article, Association shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

ARTICLE XVII GOPHER TORTOISE PRESERVE

Section 1. Compatibility Plan Deed Restrictions. Because of the close proximity of the Subdivision to the Florida Fish and Wildlife Conservation Commission ("FFWCC") Gopher Tortoise Preserve, specific restrictive covenants will apply to all Lot Owners, especially those Lots that are adjacent or near the FFWCC Gopher Tortoise Preserve and Wetland Conservation Areas.

The specific conditions that have been agreed to by the Declarant, the Florida Fish and Wildlife Conservation Commission, and Hillsborough County are set forth below. The intent of the Compatibility Plan is to ensure that the Subdivision will be compatible with the FFWCC Gopher Tortoise Preserve, as the Florida Fish and Wildlife Conservation Commission implements Resource Management measures to maintain and restore Natural Plant Communities and Listed Species Habitat, while ensuring Public Safety. These conditions also serve to protect the Wetlands and Wetland Conservation Areas on-site as required by the Environmental Protection Commission of

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Hillsborough County. This Plan will promote a Fire Wise Community in order to provide a compatible Wildland/Urban Interface Development.

(a) Maintenance of Buffer Zones. All lot fences and non-nuisance vegetative buffers shall remain intact and will be maintained by the Association.

(b) Feral and Domestic Animal Releases. It is the responsibility of each Owner to ensure that their domestic pets are not allowed to wander freely into the FFWCC Gopher Tortoise Preserve and any pets that accompany Owners, Owners' family members, or Owners' guests during walks near but not in the FFWCC Gopher Tortoise Preserve during daylight hours, must be on a hand-held leash. No Feral Animals are to be released into the Preserve. Violation of any Posted Regulations by Owners could subject them to the same prosecution as the general public.

(c) Firelane Maintenance. Access to and from the FFWCC Gopher Tortoise Preserve shall not be impeded by the Owners nor by the Subdivision's internal streets during potential prescribed burns. Periodic Ecological Burns are a tool used by Preserve Managers to maintain Natural Plant Communities. Preserve Burns should be conducted in the early growing season (May-June) with proper fire controls and precautions, Florida Division of Forestry Permits, and a minimum 24 hour advanced notification to the Association. However, the FFWCC may burn on any day they feel that weather conditions are conducive and safe. The Association will notify Owners of the date and time the prescribed burn is scheduled with proof of a Forestry Permit if available. A prescribed burn by the FFWCC, the County or their agents for the Gopher Tortoise Preserve is possible, but due to the site's close proximity to Interstate 75, public schools, and numerous residential properties, prescribed/permitted burns will be difficult to perform safely and may not occur as other management techniques are available.

(d) FFWCC Gopher Tortoise Preserve and Wetland/Wetland Conservation Areas Posted Restrictions. No resident shall allow any person known or unknown to them to construct tree forts, forts, paintball fields, horseback or mountain bike trails in the FFWCC Gopher Tortoise Preserve or the Wetlands and Wetland Conservation Areas. All plants, animals, and artifacts are protected, hence poaching, collecting, digging, or trapping is prohibited. It is illegal for residents to throw lawn debris, household trash, or hazardous waste into the Wetlands, Wetland Conservation Areas, or FFWCC Gopher Tortoise Preserve Constructing illegal access points to enter the FFWCC Gopher Tortoise Preserve by cutting, climbing fences, or constructing trails is strictly prohibited. Violations of these restrictions could result in prosecution.

(e) Control of Invasive, Nuisance, or Exotic Vegetation. Owners are strongly discouraged from purchasing, installing, or propagating Nuisance or Exotic Plants within the Development. All attempts should be made to eliminate and prevent any Non-Native/Nuisance Plants referenced on the Hillsborough County's list that was provided to the Declarant (below). Aggressive, Nuisance, and Exotic Plants are especially problematic in Wetlands and Wetland Conservation Areas. No planting of Native/Nuisance/Exotic plants is allowed to occur within the Wetlands/Wetland Conservation Areas or the FFWCC Gopher Tortoise Preserve unless directed by

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Hillsborough County or the FFWCC. Both the County and State Staff may use pesticides for exotic control, chainsaws and chippers for exotic plant removal, and traps or other control for exotic animal removal.

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Prohibited Invasive, Nuisance and Exotic Species List

<u>Scientific Name</u>	<u>Common Name</u>
<i>Abrus precatorius</i>	rosary Pea
<i>Ardisia Crenata</i>	coral ardisia
<i>Asparagus densiflorus</i>	asparagus-fern
<i>Broussonetia papyrifera</i>	paper mulberry
<i>Casuarina Cunninghamiana</i>	basswood Australian pine
<i>Casuarina Equisetifolia</i>	Australian Pine
<i>Casuarina glauca</i>	suckering Australian pine
<i>Cestrum diurnum</i>	day Jessamine
<i>Cinnamomum camphora</i>	camphor-tree
<i>Colocasia esculenta</i>	wild taro
<i>Cupaniopsis anacardioides</i>	carrot wood
<i>Cyperus Involucratus</i>	umbrella plant
<i>Cyperus prolifer</i>	dwarf papyrus
<i>Dalbergia Sissoo</i>	Indian rosewood
<i>Dioscordea bulbifera</i>	air-potato
<i>Eichhornia crassipes</i>	water-hyacinth
<i>Eugenia uniflora</i>	Surinam cherry
<i>Hydrilla verticillata</i>	hydrilla
<i>Imperata cylindrical</i>	cogon grass

Section 2. Preserve and Mitigation Management. Each Owner, by acceptance of a deed to any portion of the Subdivision, acknowledges that such Owner's quiet enjoyment of its portion of the Subdivision may be occasionally interfered with to some extent by management activities undertaken within the FFWCC Gopher Tortoise Preserve. Management activities within these areas may include trimming, clearing of brush and trees, and periodic/prescribed burns on various portions of the Preserve. Such periodic/prescribed burns typically occur in 75 to 100 acre increments on a three to five year cycle. Each Owner waives all claims against the Declarant, any CDD formed that includes the Subdivision, the State of Florida, Hillsborough County and any agency, department, employee, or contractor hired to complete work on the FFWCC Gopher Tortoise Preserve for interference with such quiet enjoyment, including, but not limited to periods of residual smoke and ash resulting from said periodic burning activities as well as, noise and/or dust from other management activities. Further, each Owner releases the Declarant, any CDD formed that includes the Subdivision, the State of Florida, Hillsborough County and any agency, department, employee, or contractor hired to complete work on the FFWCC Gopher Tortoise Preserve from any claim that such Owner might have against the Declarant, any CDD formed that includes the Property, the State of Florida, Hillsborough County and any agency, department, employee, or contractor hired to complete management activities, including periodic burns, in the FFWCC Gopher Tortoise Preserve.

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Section 3. Compatibility Plan. Each Owner, by acceptance of a deed to any portion of the Subdivision, is benefited and therefore subject to the terms of the FFWCC Gopher Tortoise Compatibility Management Plan for the Eagle Palms Phase III Parcels (the "Plan") attached as **Exhibit "F"**. The plan promotes a proactive Wildlife/Urban Interface Fire Wise Community and provides, among other things:

1. The establishment and maintenance of a 30 foot vegetative buffer (Wetland Conservation Area) surroundings all Wetlands located within the Eagle Palms Phase III Parcels for wetland protection.
2. Prohibition of construction within the Wetland Conservation Areas of FFWCC Gopher Tortoise Preserve.
3. Postage of signage and educational kiosks along the southern and eastern property boundaries prohibiting poaching, hunting, or collecting of plants, animals, or artifacts in the FFWCC Gopher Tortoise Preserve.
4. Prohibition of access along the Subdivision's southern and eastern boundaries adjacent to the FFWCC Gopher Tortoise Preserve unless permission is granted for environmental tourism purposes on terms accepted by all parties.
5. Illegal dumping prevention.
6. Prohibition of the introduction and propagation of invasive, nuisance, and exotic species (Species List in the Plan).
7. Prescribed/Permitted Burn 24 hours Notice, Resident Education (Fire Wise Community), and owner acknowledgment and release.
8. The inclusion of a Compatibility Plan Deed Restriction (the "Restrictions"), consisting of Section 1 of this Article XVII, which is hereby incorporated into each deed of any Lot within the Subdivision.

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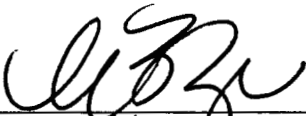
Section 4. Management Techniques. Each Owner in the Subdivision is hereby informed and acknowledges that at the time of the subdividing of the Subdivision and at the time of the Owner taking title: (1) the Owner's property lies within the Subdivision which adjoins or is in close proximity to a public area, the FFWCC Gopher Tortoise Preserve, which is currently under the management jurisdiction of the Florida Fish and Wildlife Conservation Commission (the "adjacent public lands"); (2) the adjacent public lands will be managed in the future by many techniques including possibly the use of periodic/prescribed burns; (3) Prescribed burns may result in periodic disturbance caused by smoke, ash, and other debris affecting the Owner's property and (4) in certain situations, these periodic disturbances may be severe and result in minor property damage. By receiving or purchasing land in the Subdivision (including but not limited to all homeowner associations) acknowledges that he/she takes or has taken title with full knowledge that this use of adjacent or nearby public land exists, will continue, and may affect the Owner's property.

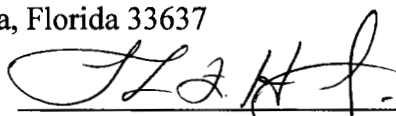
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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

D. R. HORTON, INC., a Delaware corporation
14055 Riveredge Drive Suite 200
Tampa, Florida 33637


Print: Anne Mize

By: 
Thomas F. Hill, Jr., Division President

Print: Hugh Joyner

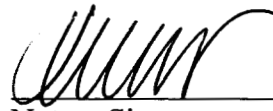
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this 8 day of February, 2006 by Thomas F. Hill, Jr. as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is personally known to me.

(SEAL)




Notary Signature
Jessica J. Lewis
Typed or Printed Notary Name

THIS IS NOT A
EXHIBIT "A"
LEGAL DESCRIPTION
(Parcels I & N)

PARCEL 1:

Lot I, PARKWAY BUSINESS CENTER AT OAK CREEK UNIT 6, according to the plat thereof, as recorded in Plat Book 90, pages 78-1 through 78-5, inclusive, Public Records Hillsborough County, Florida.

And

Lot I-1, PARKWAY BUSINESS CENTER AT OAK CREEK UNIT 6, according to the plat thereof, as recorded in Plat Book 90, pages 78-1 through 78-5, inclusive, Public Records Hillsborough County, Florida.

PARCEL 2:

PARKWAY BUSINESS CENTER AT OAK CREEK PARCEL N

A parcel of land lying in Sections 12 and 13, Township 30 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest Quarter of Section 7, Township 30 South, Range 20 East, run thence along the North boundary of the South Half of said Section 7, North 89 degrees 19 minutes 12 seconds East, 1080.31 feet to a point on the Westerly limited access right of way line of Interstate Highway No. 75 (State Road No. 93-A); thence along said Westerly limited access right of way line, South 03 degrees 11 minutes 51 seconds East, 1135.66 feet; thence South 86 degrees 48 minutes 09 seconds West, 645.05 feet; thence South 71 degrees 36 minutes 54 seconds West, 756.12 feet; thence South 18 degrees 23 minutes 06 seconds East, 42.83 feet to a point of curvature; thence Southerly, 48.79 feet along the arc of a curve to the right having a radius of 1035.00 feet and a central angle of 02 degrees 42 minutes 03 seconds (chord bearing South 17 degrees 02 minutes 05 seconds East, 48.78 feet); thence South 71 degrees 29 minutes 33 seconds West, 70.09 feet to a point on a curve, said point also being the POINT OF BEGINNING; thence Southeasterly, 68.96 feet along the arc of a curve to the right having a radius of 965.00 feet and a central angle of 04 degrees 05 minutes 39 seconds (chord bearing South 13 degrees 25 minutes 56 seconds East, 68.94 feet) to a point of tangency; thence South 11 degrees 23 minutes 06 seconds East, 733.38 feet to a point of curvature; thence Southwesterly, 756.16 feet along the arc of a curve to the right, having a radius of 965.00 feet and a central angle of 44 degrees 53 minutes 46 seconds (chord bearing South 11 degrees 03 minutes 47 seconds West, 736.96 feet) to a point on the centerline of a Tampa Electric Company Basement as recorded in Deed Book 1795, Page 116, of the Public Records of Hillsborough County, Florida; thence along said centerline North 55 degrees 09 minutes 35 seconds West, 1180.14 feet; thence North 34 degrees 50 minutes 25 seconds East, 821.78 feet; thence North 71 degrees 29 minutes 33 seconds East, 505.92 feet to the POINT OF BEGINNING.

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EXHIBIT "B"



February 14, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations

EAGLE PALMS HOMEOWNERS ASSOCIATION, INC.
14055 RIVEREDGE DR SUITE 200
TAMPA, FL 33637

The Articles of Incorporation for EAGLE PALMS HOMEOWNERS ASSOCIATION, INC. were filed on February 13, 2006, and assigned document number N06000001513. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H06000027994.

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

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

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

Sincerely,
Justin M Shivers
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 906A00010553

P.O BOX 6327 - Tallahassee, Florida 32314

THIS IS NOT A
ARTICLES OF INCORPORATION
OF
EAGLE PALMS HOMEOWNERS ASSOCIATION, INC.
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In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned, all of whom are residences of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purposes of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of the corporation is **Eagle Palms Homeowners Association, Inc.**, hereinafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

ARTICLE III
DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

- 3.1 "Articles" shall mean these Articles of Incorporation.
- 3.2 "Association" shall mean and refer to **Eagle Palms Homeowners Association, Inc.**, a Florida corporation not for profit, and its successors and assigns.
- 3.3 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.
- 3.4 "Bylaws" shall mean the Bylaws of the Association.
- 3.5 "Common Expenses" shall mean the expenses and charges described in the Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Owners.
- 3.6 "Declarants" shall mean collectively D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

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3.7 "Declaration" shall mean that certain Declaration of Covenants and Restrictions for Eagle Palms Subdivision, made by the Declarants to be recorded in the Public Records of Hillsborough County, Florida, as the same may be modified or amended from time to time.

3.8 "Development" shall mean and refer to the real property described in, and made subject to the Declaration.

3.9 "Member" shall mean the owner of lots which are the subject of the Declaration.

3.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any "Residential Lot" or "Undeveloped Lot," as defined in the Declaration, which is part of the Development.

Unless otherwise indicated, all capitalized forms herein shall have the meanings set forth in Article I of the Declaration.

ARTICLE IV **REGISTERED AGENT**

Tom Hill, whose address is 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637, is hereby appointed the initial Registered Agent of this Association.

ARTICLE V **PURPOSE AND POWERS OF THE ASSOCIATION**

5.1 This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes of which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots of Dwelling Units and Common Area within that certain tract of property described in the Declaration and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Public Records of Hillsborough County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or unity 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) sue or be sued;

(g) to contract with the provision of services which are the obligation of the Association pursuant to these Articles of Incorporation, the By-Laws, or the Declaration of Covenants and Restrictions;

(h) operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with Southwest Florida Water Management District Permit No. 49002629.029 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein;

(i) levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

5.2 All assessments shall be used for those purposes permitted by the Declaration and for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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ARTICLE VII
VOTING RIGHTS
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The Association shall have two (2) 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 member(s) shall be the Declarant (as defined in the Declaration), 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 number of Class A votes equal the number of Class B votes; or
- (b) on January 1, 2015.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association, and the number of directors may be changed by amendment of the Buyers of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Tom Hill	14055 Riveredge Drive, Suite 200 Tampa, Florida 33637
James Joyner	14055 Riveredge Drive, Suite 200 Tampa, Florida 33637
Larry Thompson	14055 Riveredge Drive, Suite 200 Tampa, Florida 33637

At the first annual meeting the members shall elect three directors for a term of one year or until their successors are elected.

At each annual meeting thereafter the members shall elect directors for a term of two (2) years each or until their successors are elected.

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ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designed by the Board of Directors are as follows:

Name and Office

Tom Hill President	14055 Riveredge Drive, Suite 200 Tampa, Florida 33637
James Joyner Vice-president	14055 Riveredge Drive, Suite 200 Tampa, Florida 33637
Larry Thompson Secretary/Treasurer	14055 Riveredge Drive, Suite 200 Tampa, Florida 33637

ARTICLE X

INDEMNIFICATION

10.1 Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of any other corporation, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

10.2 Expenses of Lawsuits. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the noninterested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

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10.3 Insurance. The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XI **AMENDMENTS**

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of each class of Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If two-thirds (2/3) of each class of Members entitled to vote, as provided above, sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 11.1 through 11.3 had been satisfied.

11.6 Action Without Directors. The Members may amend these Articles without an act of the directors at a meeting for which notice of the changes to be made are given.

11.7 Limitations. No amendment shall make any changes in the qualifications for members nor the voting rights of Members without the unanimous approval in writing by all Members. No amendment shall be made that this is in conflict with the Declaration.

11.8 Filing. A copy of each amendment shall be certified by the Secretary of Statement, State of Florida, and be recorded in the Public Records of Hillsborough County, Florida.

11.9 Dissolution. In the event the Association is dissolved, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with a purpose similar to the Association.

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11.10 FHA/VA Approval. As long as there is a Class B member, the following shall require approval of either the Federal Housing Administration or the Veterans Administration: Annexation of additional properties other than the Additional Property referred to in the Declaration, mortgaging of common areas, mergers, consolidations or dissolution of the Association or amendment of these Articles of Incorporation, other than amendments to correct ambiguities or scrivener's errors.

ARTICLE XII

EXISTENCE DURATION

The corporation shall commence upon filing these Articles of Incorporation with the Florida Secretary of State, Division of Corporations, and shall exist in perpetuity.

ARTICLE XIII

BYLAWS

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

ARTICLE XIV

DISSOLUTION

14.1 The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association may be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

14.2 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV

MERGERS AND CONSOLIDATIONS

15.1 Subject to the provisions of the Declaration and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall required 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, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

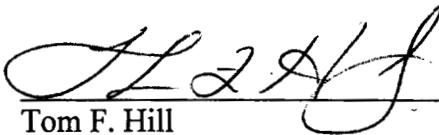
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ARTICLE XVI
INCORPORATOR
CERTIFIED COPY
The name and address of the Incorporator to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
TOM F. HILL	14055 Riveredge Drive, Suite 200 Tampa, Florida 33637

ARTICLE XVII
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association.

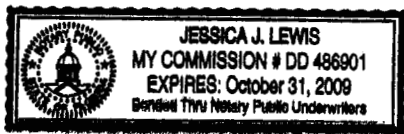
IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 31 day of January, 2006.

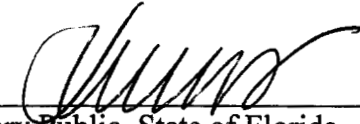

Tom F. Hill

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 31 day of January, 2006, by TOM F. HILL, who is personally known to me.

(SEAL)




Notary Public, State of Florida
My Commission Expires:

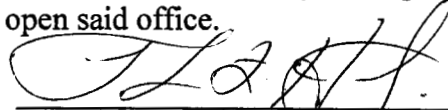
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CERTIFICATE DESIGNATING REGISTERED
AGENT FOR SERVICE OF PROCESS
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Pursuant to Chapters 48 and 617, *Florida Statutes*, the following is submitted in compliance with said Acts.

Eagle Palms Homeowners Association, Inc., desiring to organize as a corporation under the laws of the State of Florida with its registered office at 14055 Riveredge Drive, Suite 200 Tampa, Florida 33637 has named TOM HILL, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.



Tom Hill, Registered Agent

Dated: 2-7-06

EXHIBIT "C"
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EAGLE PALMS HOMEOWNERS ASSOCIATION, INC.

1. Definitions. When used in these Bylaws, the terms defined in the Articles of Incorporation of Eagle Palms Homeowners Association, Inc. (the "Articles") shall have the same meanings as defined in the Articles.

2. Identity. These are the Bylaws of Eagle Palms Homeowners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes ("the Association").

2.1 Office. The office of the Association shall be located at 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637, or at such other place as may be designated from time to time by the Board of Directors.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation Not for Profit", and the year of incorporation.

3. Members.

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

3.2 Class of Members. There shall be two classes of members.

3.2.1 Class A Members. Class A members shall be all Owners of Lots, 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.

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3.2.2 Class B Members. The Class B member(s) shall be the Declarant (as defined in the Declaration), 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 number of Class A votes equals the number of Class B votes; or
- (b) On January 1, 2015.

4. Members' Meetings.

4.1 Annual Members' Meetings. The first annual meeting of the Members shall be held on the date, at the place and at the time as determined by the Board of Directors; provided, however, that said meeting shall be held, to the extent possible, within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held on the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Bylaws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting; and at the second annual meeting, Directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a Director resigns before the expiration of his term of office, each Director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any Director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Members may also transact such other business of the Association as may properly come before them.

4.2 Special Members' Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

- (a) The Board of Directors;
- (b) The holders of not less than twenty-five percent (25%) of all of the votes entitled to be voted at the meeting; or
- (c) The Declarant.

4.3 Notice of All Meetings of Members. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, Secretary, or the officer or persons calling the meeting. If the notice is mailed at least thirty (30) days before the date of the meeting, it may

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be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the books of the Association, with postage thereon prepaid.

4.4 Quorum. A quorum at Members' meetings shall consist of a majority of all votes in the Association, whether recognized in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such call of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of members or to express consent of dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

4.6 Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjournment meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. Board of Directors.

5.1 Number. The affairs of the Association shall be managed by a Board initially consisting of three (3) directors. The number of members may be increased or decreased from time to time by amendment to these Bylaws; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the

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Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5.2 Term of Office. As provided in the Articles, the Members shall elect the directors for terms of one (1) year each. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

5.4 Directors' Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 Election. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled under the provisions of the Articles. The names receiving the largest number of votes for each vacancy shall be elected.

5.6 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

5.8 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or other persons, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

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5.9 Ballots. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.10 Ballots. Each Member entitled to vote shall receive one ballot which shall indicate thereon the number of votes which may be cast by such Member. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Section 5.11, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish such Member's right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

5.11 Election Committee; Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors. The Election Committee shall then:

(a) establish that external envelopes were not previously opened or tampered with in any way; and

(b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of ballots allowed to the Member or his proxy identified on the external envelope; and

(c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

(d) if, the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone.

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The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

6. Meetings of Directors.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually and may be held quarterly with notice of such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) directors. Not less than two (2) days' notice of the special meeting shall be given to each director personally or by first-class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the Properties forty-eight (48) hours in advance for the attention of Members. All special meetings of the Board of Directors shall be open to the Members.

6.3 Action Taken Without a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whatever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

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6.5 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

6.6 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 Presiding Officer. The presiding officer of directors meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of the both, the directors shall designate one of their number to preside.

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, each of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve a chairman of all Members' meetings.

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7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

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

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

9.1.1 Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserved. This may include but not be limited to:

(a) Professional, administration and management fees and expenses;

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- (b) Taxes on Association property and Common Areas;
- (c) Expense for utility services and maintenance expenses relating to the Common Areas;
- (d) Insurance costs;
- (e) Administrative and salary expenses;
- (f) Operating capital; and
- (g) Other expenses.

9.1.2 Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

9.1.3 Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for the Common Properties so as to permit appropriate allocation of assessments therefore among all Lots.

9.3 Depository. The depository of the Association will be such bank as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section supersede the provisions hereof.

9.4. Water Service. Water for the entire townhouse complex will be purchased from public utility, and that the public utility will determine water usage for the entire townhouse development by way of master meter. The fractional share of liability for common expenses of the project is based on an equal fractional basis. This provision will not be amended without first notifying the Florida Department of Environmental Protection or their assignee.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

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11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 Notice. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though Subsections 11.1 through 11.3 had been satisfied.

11.6 Action Without Directors. The Members may amend these Bylaws, without an act of the directors, at a meeting for which notice of the changes to be made is given.

11.7 Recording. A copy of each amendment shall be recorded in the Public Records of Hillsborough County, Florida, as soon as possible after adoption.

11.8 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration of Articles.

12. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

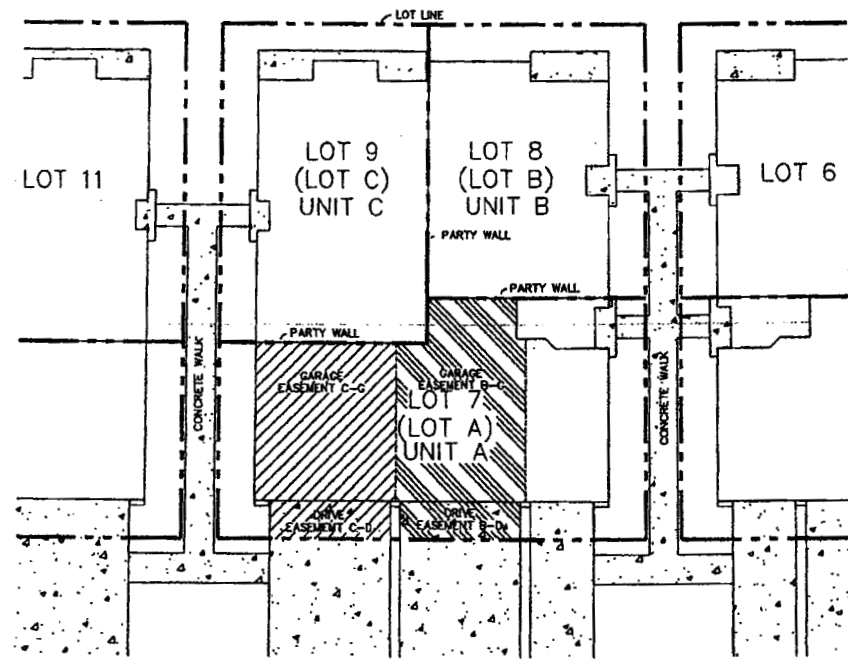


Secretary

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Exhibit "D"
ACCESS AND GARAGE EASEMENT

COMMON AREA



COMMON AREA

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INSTR # 98375658
OR BK 09385 PG 1570
RECORDED 12/16/98 11:40 AM
RICHARD ANNE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD (F.S. 201.02) 0.70
DEPUTY CLERK F Tector

CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of the covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, on December 14, 1998, PARKWAY CENTER, INC., a Florida corporation whose mailing address is 8181 Eagle Palm Drive, Riverview, FL 33569 ("Grantor"), has granted to the FLORIDA GAME AND FRESH WATER FISH COMMISSION, 620 South Meridian Street, Tallahassee, FL 32399-1600 ("Grantee"), a Conservation Easement in accordance with Section 704 06, Florida Statutes (1997), in and over the following described real property in Hillsborough County, Florida

See Description Sketch and Legal Description set forth as Exhibit "A", attached hereto, and incorporated herein.

It is agreed as follows

I On behalf of itself and its successors, heirs, and assigns, Grantor grants and gives unto Grantee, this Conservation Easement over the above-described property of Grantor, pursuant to Section 704 06, Florida Statutes (1997) and the terms of this Conservation Easement Except for

Prepared By

Erin McCormick Larrinaga, Esq.
Fowler, White, Gillen, Boggs,
Villareal and Hanks, P.A.
501 East Kennedy Boulevard
Tampa, Florida 33602
(813) 228-7411

Page 1 of 7

49

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~~OR BK 09385 PG 1571~~

(i) activities pursuant to the "Revised Protection and Management Plan for the Gopher Tortoise Population on Parkway Center, Hillsborough County, Florida", attached hereto and incorporated herein as Exhibit "B", (ii) activities permitted by the Florida Game and Fresh Water Fish Commission Permit for Taking of Gopher Tortoises and Their Burrows, Permit No. HIL-64, issued February 17, 1998, as said permit may be amended (iii) activities authorized by Sections 2, 3, and 4, below, and (iv) permitted crossings for roadways, boardwalks, and utilities crossings, the following activities are prohibited within Easement Area Nos. 1, 2, and 3, as depicted on the attached Exhibit "A," hereinafter referred to as the "Easement Areas"

a Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground,

c Dumping or placing of soil, or other substances or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials,

d Removal or destruction of trees, shrubs, or other vegetation,

e Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface,

f Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

g Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and

h Acts or uses detrimental to such retention of land or water areas

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~~OR BK 09385 PG 1572~~

2 The restrictions set forth in Section 1 (a-h) above shall not limit the rights of those entities currently possessing utility, drainage or other easement rights on, over, under or across the Conservation Areas. Permissible activities within the Easement Areas shall include all activities incident to such easement rights, including any ingress/egress, maintenance, repair, or replacement, as may be reasonably required to maintain any such existing or replacement facilities.

3 The restrictions set forth in Section 1 (a-h) above shall not prohibit or limit the use of the portion of the subject real property which is presently encumbered with a utility easement for the construction or operation of communication lines, provided, however, any such use, as described in this Section 3, shall require prior, written approval by the Grantee.

4 The restrictions set forth in Section 1 (a-h) above shall not prohibit the construction, installation, and maintenance of those facilities and/or other activities contemplated by any County or State approvals applicable to the subject property, for trail systems, and/or passive recreation uses. Any use, as described in this Section 4, shall require prior, written approval by the Grantee.

5 Grantee or its authorized representative shall have the right to enter the Easement Areas in a reasonable manner, and at reasonable times, to insure compliance with this Conservation Easement. Grantor reserves to itself, its successors and assigns (i) all rights as owner of the subject property to transfer the property and/or any obligations under this Conservation Easement to a community development district, a property owner's association, or any other entity, corporate or otherwise, whether for-profit or not-for-profit, which has among its responsibilities the duty to maintain the Easement Areas in accordance with the Permit. Notwithstanding any such conveyance, this Conservation Easement shall run with the land and shall be binding upon Grantor, its successors and assigns, in accordance with the terms hereof.

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~~OR BK 09385 PG 1573~~

6 No right of access by the general public to any portion of the subject property is conveyed by this Conservation Easement

7 Grantor, its designated successors or assigns, shall bear all reasonable costs related to the operation, upkeep and maintenance of the Easement Areas, provided, however, that nothing contained in this Conservation Easement shall be construed to entitle the Grantee or any other person to bring any action against the Grantor, its successors or assigns, or the holders of any easements described in Section 2 above, for any injury to or change in the subject property resulting from causes beyond their reasonable control, including, without limitation, fire, flood, storm, and earth movement, or from any action taken under emergency conditions to prevent, abate or mitigate injury to the subject property or human life resulting from such causes. All costs related to such operation, upkeep and maintenance may be delegated to a community development district, property owners association, or other entity, whether for-profit or not-for-profit, for the purpose of administering community properties or conservation properties and for enforcement of covenants and restrictions related thereto

8 This Conservation Easement shall be recorded in the same manner as any other instrument affecting title to real property

9 The Easement Areas are subject to a mortgage held by Stephen B. Oveson, who has executed a Mortgagee's Consent in the form attached hereto and incorporated herein as Exhibit "C", to subordinate said mortgage and/or security interest to this Conservation Easement. In the event

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~~OR BK 09385 PG 1574~~

Stephen B. Oveson, his successors or assigns, acquire title to the subject property as successor to Grantor, said mortgagee shall be entitled to all of the rights and privileges afforded to the Grantor hereunder

10 This Conservation Easement is enforceable as provided in Section 704.06, Florida Statutes (1997). The terms and conditions of this Conservation Easement may be enforced by either Grantor or Grantee by injunctive relief and other appropriate remedies, whether in law or equity. In any action to enforce the terms and conditions of this Conservation Easement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in both the trial and appellate courts.

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~~OR BK 09385 PG 1575~~

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this

14th day of December, 1998

Signed, sealed and
delivered in the
presence of

GRANTOR

Eric McElmick Larrinaga
Eric McElmick Larrinaga

PARKWAY CENTER, INC., a Florida corporation

Printed Name

Regina A. Gustafson

Jacqueline A. Gustafson

Printed Name

By Eric B. Eicher

Printed Name ERIC B. EICHER

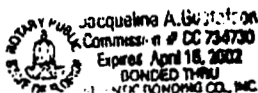
Title Ex-Vice PRES

8181 Eagle Palm Drive
Riverview, FL 33569

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 14th day of
December, 19 98, by Eric Eicher, as Executive Vice President of Parkway Center, Inc.,
on behalf of the corporation. He is (X) personally known to me, or () has produced _____
_____ as identification.

SWORN to and subscribed before me this 14th day of December, 1998



Jacqueline A. Gustafson
Signature of Notary Public

Jacqueline A. Gustafson
Printed name of Notary Public

h:\cm\ducs\1125.61

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~~OR BK 09385 PG 1576~~

GRANTEE'S ACCEPTANCE

The Florida Game and Fresh Water Fish Commission hereby approves the foregoing Deed of Conservation Easement and agrees to all of the terms and conditions thereof

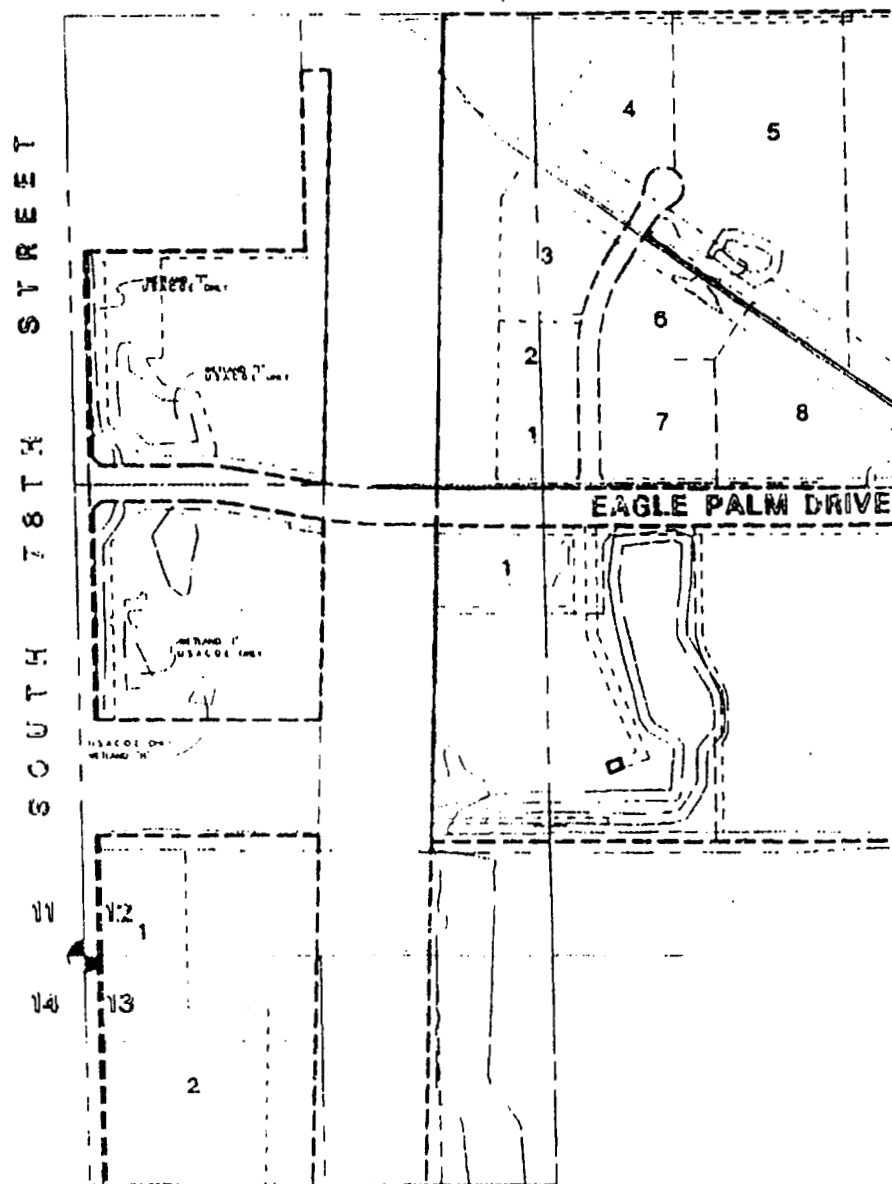
FLORIDA GAME AND FRESH WATER
FISH COMMISSION

By

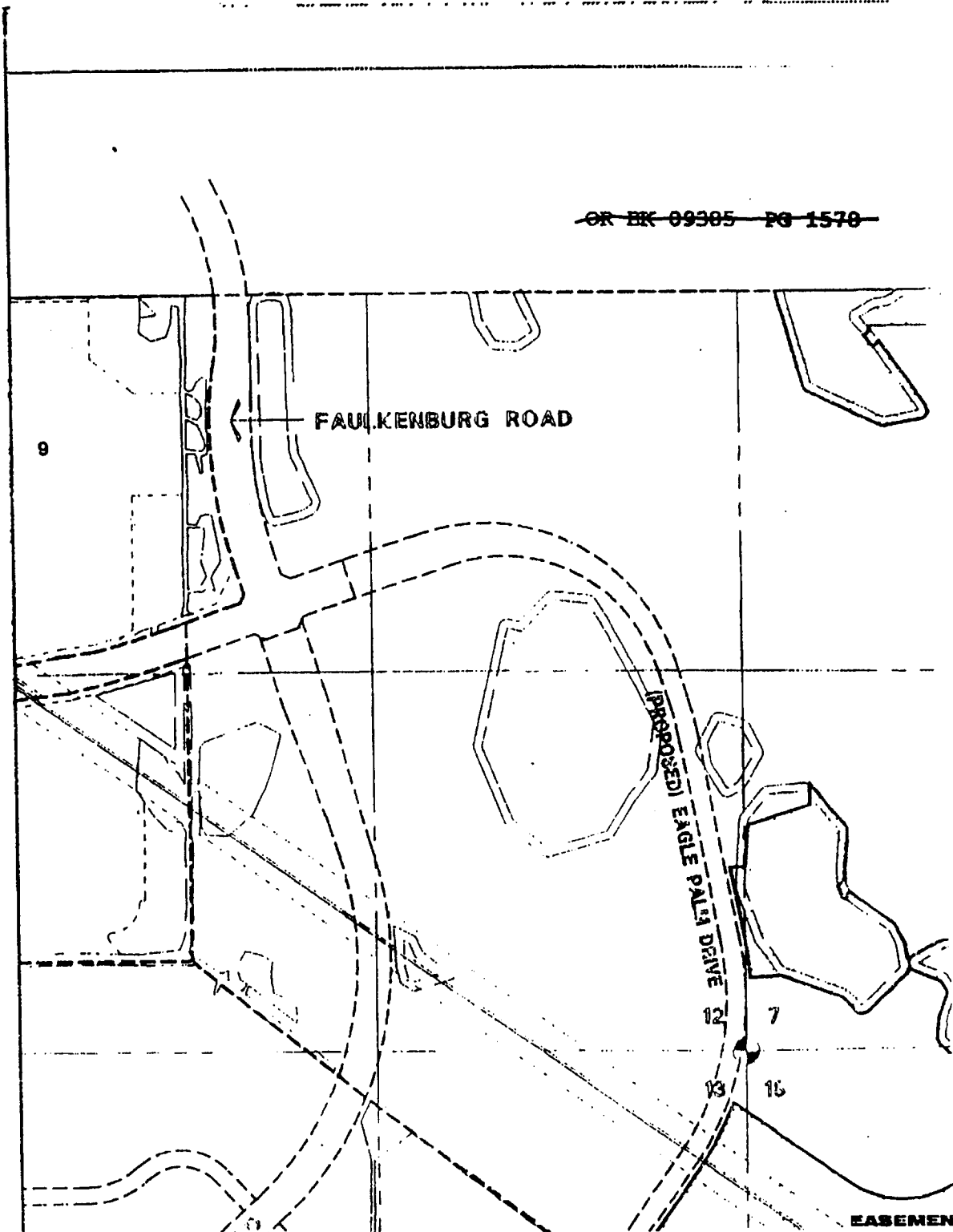
Bradley J. Hartman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Paul M. [Signature]
Commission Attorney

~~OK BK 09385 PG 1577~~



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~~OR EK 00205 PG 1579~~

SEWAGE NO. 78 (STATE ROAD NO. 83-A)

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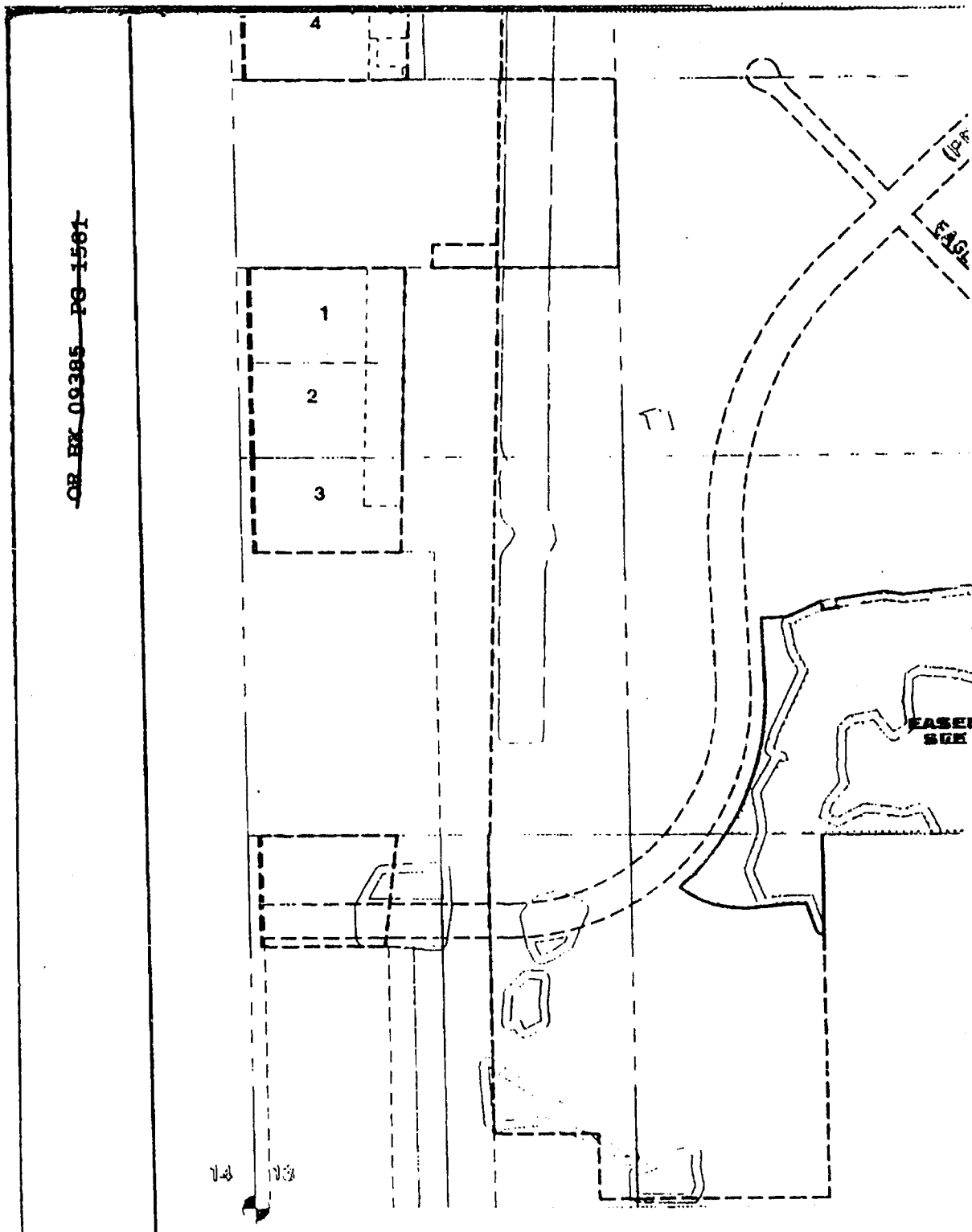
~~OR BK 09385 PG 1500~~

800 400 0 400 800

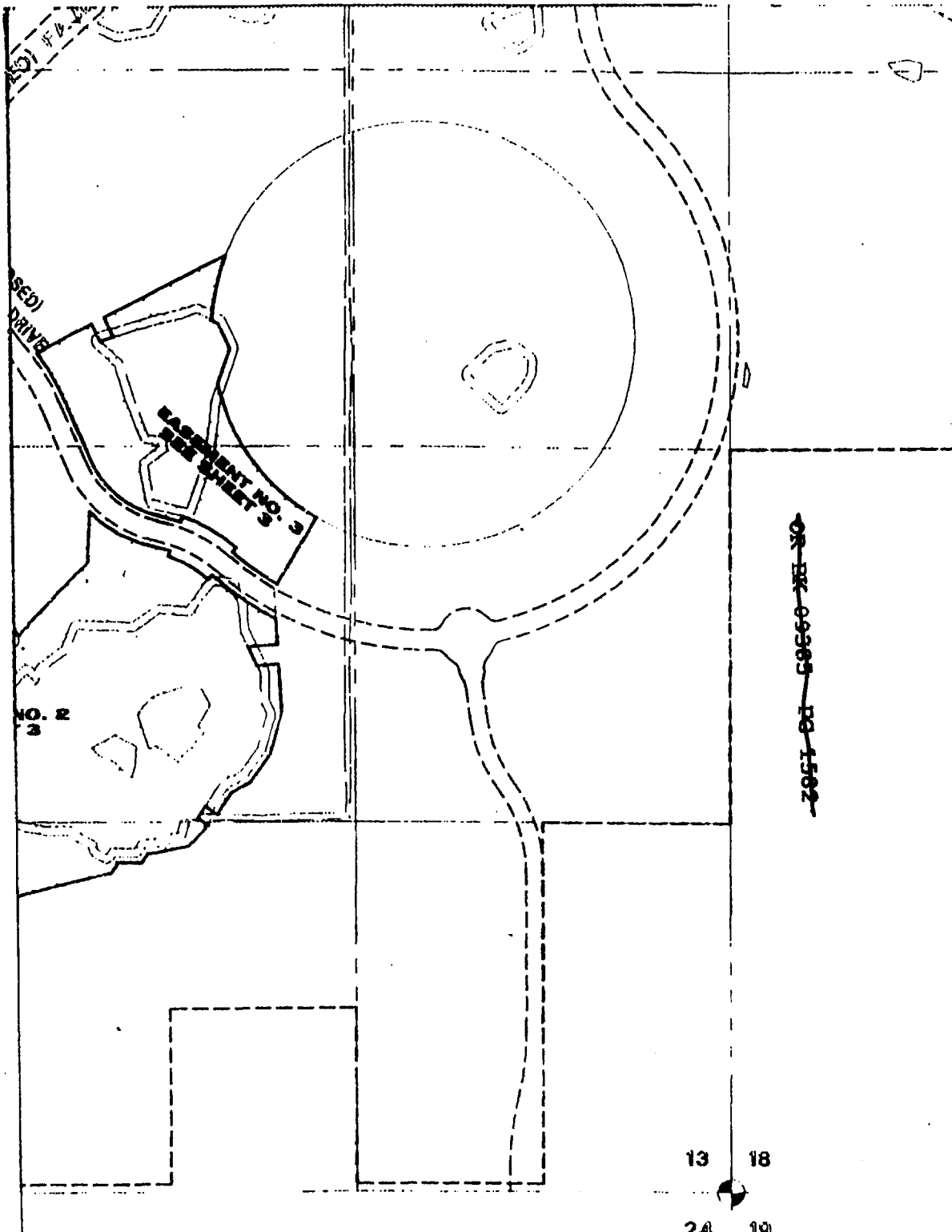
SCALE: 1" = 400'

SEMENT	GROSS	WETLAND	UPLAND
0. 1	58.170	17.277	40.893
0. 2	42.224	21.543	20.681
0. 3	11.354	3.782	7.572
TOTAL	111.748	42.602	69.146

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INTER

~~GR-BK 09385 PG 1503~~

**OAK
WILDLIFE PRES**

--	--

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~~OR BK 09385 PG 1584~~

**REEK AT PARKWAY CENTER
ATION EASEMENTS NO. 1, 2, AND 3**

Prepared For PARKWAY CENTER	
DESCRIPTION SKETCH (Not a Survey) <i>Arthur W. Merritt</i> FLORIDA PROFESSIONAL SURVEYOR AND MAPPER ARTHUR W. MERRITT NO. 15449B	 HEIDT & ASSOCIATES, INC. LAND ENGINEERING AND SURVEYING ENVIRONMENTAL ENGINEERING LAND PLANNING LANDSCAPE DESIGN SWANEE PLAZA 2212 Swann Avenue Tampa, Florida 33606 Phone (813) 253-5311 Date: VR 13 AWM 2-22-00 \N\SA\PMW\WLD- Date February 16, 1998 Order No. PWC IN. 010
XS 12 & 13, TWP 30 S, RGE 19 E AND SECS 7 & 18, TWP 30 S, RGE 20 E	

EXHIBIT "A"

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NORTHWEST CORNER OF
THE SOUTHWEST 1/4 OF
SECTION 7-30-20

POINT
E

~~OR BK 09385 PG 1585~~

AS TO BE SURVEYED

(PROPOSED) EAGLE P.M.

NORTH BOUNDARY OF THE SOUTHWEST 1/4
OF SECTION 7-30-20

WETLAND
2.645 Ac

C-30

S 89°10'12"W 521.75'

128.30'

100'

WETLAND
5.168 AC.

C-22

C-25

C-26

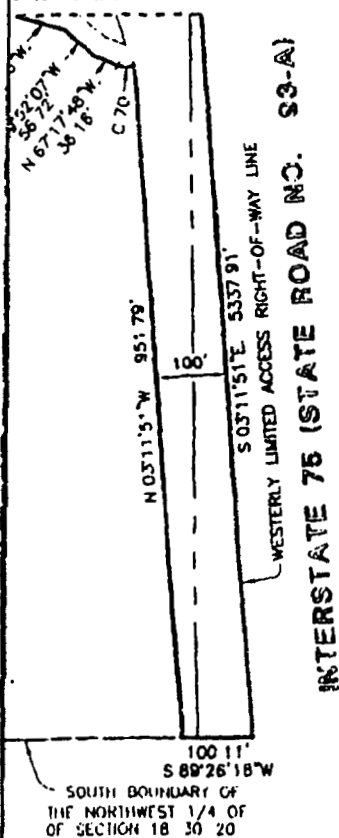
RIGHT-OF-WAY LINE

STATE ROAD NO. 82-AJ

RIGHT-OF-WAY LINE
WHITE ROAD N.O.
82-41

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MATCH LINE



OK BK 09385 PG 1587

The North bound
Hillsborough Co

BEST IMAGE AVAILABLE

DESCRIPTION A parcel of 1
Range 20 East, Hillsborough

From the Northwest corner
1. N 89°19'12"E, 137.18 fe.
on the Westerly Limited Acc
Limited Access Right-Of-Wa
Section 18, thence along s
said Westerly Limited Acces
point on a curve, thence W
of 47°19'06" (chord bearing
N 49°52'07"W, 56.72 feet, 1
thence S 10°57'33"W, 30.00
arc of a curve to the right
to a point of tangency, the
Northerly, 20.46 feet along
bearing N 07°05'56"E, 25.6
point of curvature, thence i
angle of 76°42'04" (chord 1
N 60°34'46"W, 62.78 feet, i
thence N 62°22'02"W, 49.3
feet, thence S 41°20'47"W,
having a radius of 30.00 f.
thence N 34°24'39"W, 11.
Southwesterly, 50.56 feet a
bearing S 53°34'52"W, 44.7
point of curvature, thence
angle of 53°33'06" (chord
N 23°53'29"E, 18.61 feet,
N 87°22'30"W, 34.40 feet,
thence S 88°37'50"W, 59.7
to a point on a curve, the
central angle of 25°49'42"

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~~OR BK 09385 PG 1588~~



SCALE: 1" = 200'

BASIS OF BEARINGS

of the Southwest 1/4 of Section 7, Township 30 South, Range 20 East, Florida, is assumed to have a bearing of N 89°19'12" E, on an assumed datum

**PARKWAY CENTER
WILDLIFE PRESERVATION EASEMENT NO. 1**

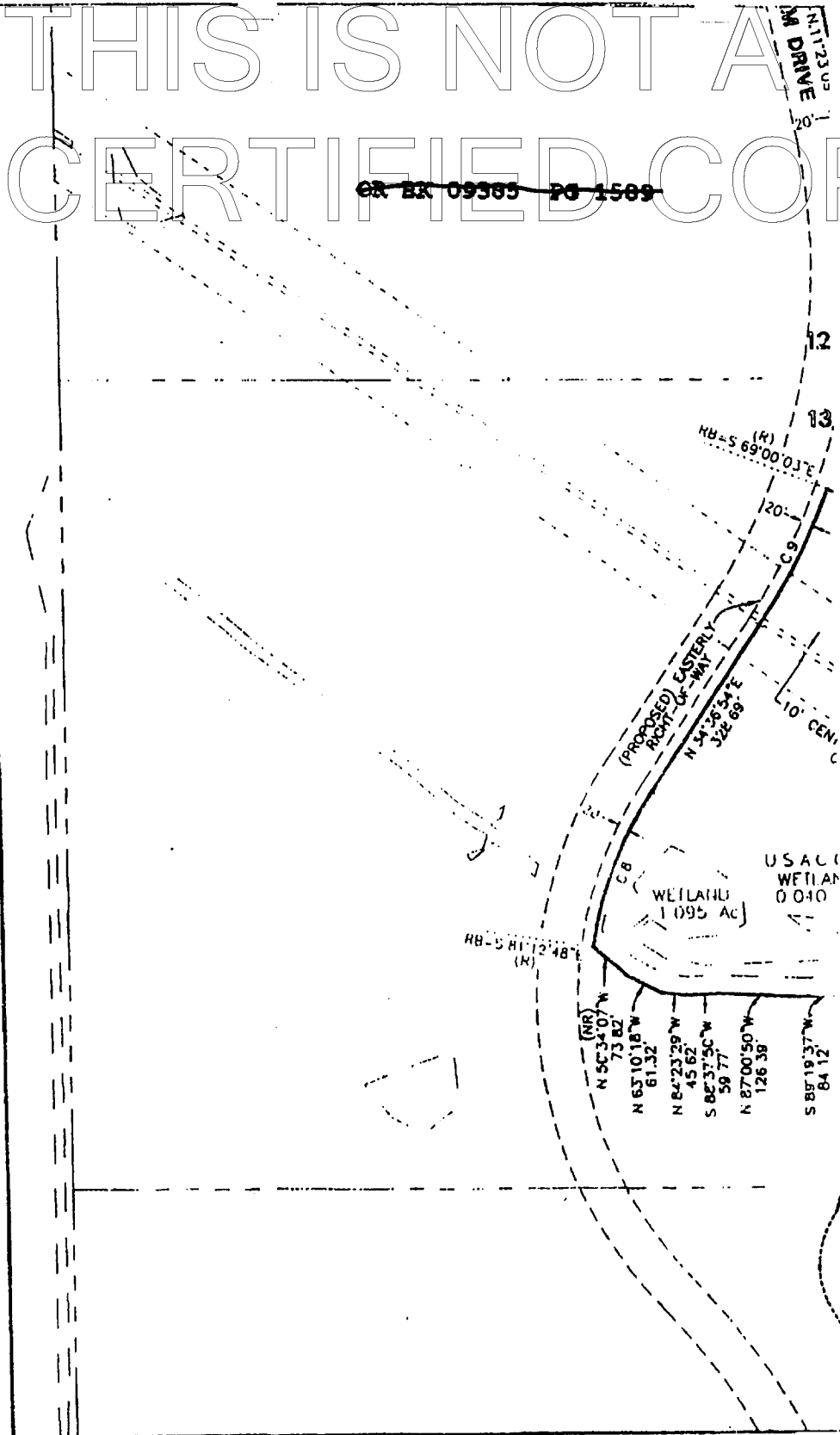
ing in Sections 12 and 13, Township 30 South, Range 19 East and Sections 7 and 18, Township 30 South, y, Florida, and being more particularly described as follows

Southwest 1/4 of said Section 7, run thence along the North boundary of said Southwest 1/4 of Section POINT OF BEGINNING, thence continue along said North boundary, N 89°19'12" E, 943.13 feet to a point ght-Of-Way line of INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93-A), thence along said Westerly S 03°11'51" E, 5337.91 feet to a point on the South boundary of the Northwest 1/4 of the aforesaid th boundary, S 89°26'18" W, 100.11 feet, thence along a line lying 100 feet West of and parallel with - Of-Way line of INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93-A), N 03°11'51" W, 951.79 feet to a 24.78 feet along the arc of a curve to the right having a radius of 30.00 feet and a central angle 02°40' W, 24.08 feet) to a point of tangency, thence N 67°17'48" W, 36.16 feet, thence N 73°26'46" W, 72.26 feet, thence N 10°57'33" E, 30.00 feet, thence N 79°02'27" W, 50.00 feet, thence N 79°02'27" W, 40.96 feet to a point of curvature, thence Northwesterly, 32.21 feet along the g a radius of 30.00 feet and a central angle of 61°30'45" (chord bearing N 48°17'05" W, 30.68 feet) N 17°31'43" W, 136.76 feet, thence N 18°10'04" W, 112.33 feet to a point of curvature, thence to of a curve to the right having a radius of 30.00 feet and a central angle of 50°31'59" (chord to a point of tangency, thence N 32°21'55" E, 63.43 feet, thence N 19°28'12" E, 61.40 feet to a asterly, 40.16 feet along the arc of a curve to the right having a radius of 30.00 feet and a central N 57°49'14" E, 37.23 feet) to a point of tangency, thence S 53°49'45" E, 37.46 feet, thence N 63°46'38" W, 141.30 feet, thence N 67°59'22" W, 46.92 feet, thence N 57°39'49" W, 36.63 feet, thence N 65°02'02" W, 64.30 feet, thence N 84°07'55" W, 36.01 feet, thence S 89°00'00" W, 192.81 feet to a point of curvature, thence Westerly, 54.58 feet along the arc of a curve to the right d a central angle of 104°14'34" (chord bearing N 86°31'56" W, 47.36 feet) to a point of tangency, e, thence S 88°39'56" W, 77.20 feet, thence S 05°17'51" W, 43.16 feet to a point of curvature, thence ie arc of a curve to the right having a radius of 30.00 feet and a central angle of 96°34'02" (chord l to a point of tangency, thence N 78°08'06" W, 32.31 feet, thence S 67°44'55" W, 31.80 feet to a y, 28.04 feet along the arc of a curve to the right having a radius of 30.00 feet and a central N 85°28'32" W, 27.03 feet) to a point of tangency, thence N 58°41'59" W, 39.36 feet, thence N 67°22'24" W, 30.16 feet, thence N 46°56'51" W, 26.56 feet, thence N 71°42'05" W, 8.82 feet, thence S 87°23'31" W, 58.57 feet, thence S 89°19'37" W, 84.12 feet, thence N 87°00'50" W, 126.39 feet, thence N 84°23'29" W, 45.62 feet, thence N 63°10'18" W, 61.32 feet, thence N 50°34'07" W, 73.82 feet urtherly, 279.49 feet along the arc of a curve to the right having a radius of 620.00 feet and a bearing N 21°42'03" E, 277.13 feet) to a point of tangency, thence N 34°36'54" E, 328.69 feet to a

02-21-98 4:54pm HEIDI & ASSOC VICKY C \DATA\PAKWAY\PW\SWILDD52.DWG

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CR BX 09385 PG 1589



EASEMENT NO. 1

57,824 AC GROSS
 17,277 AC WETLANDS
 40,547 AC UPLANDS

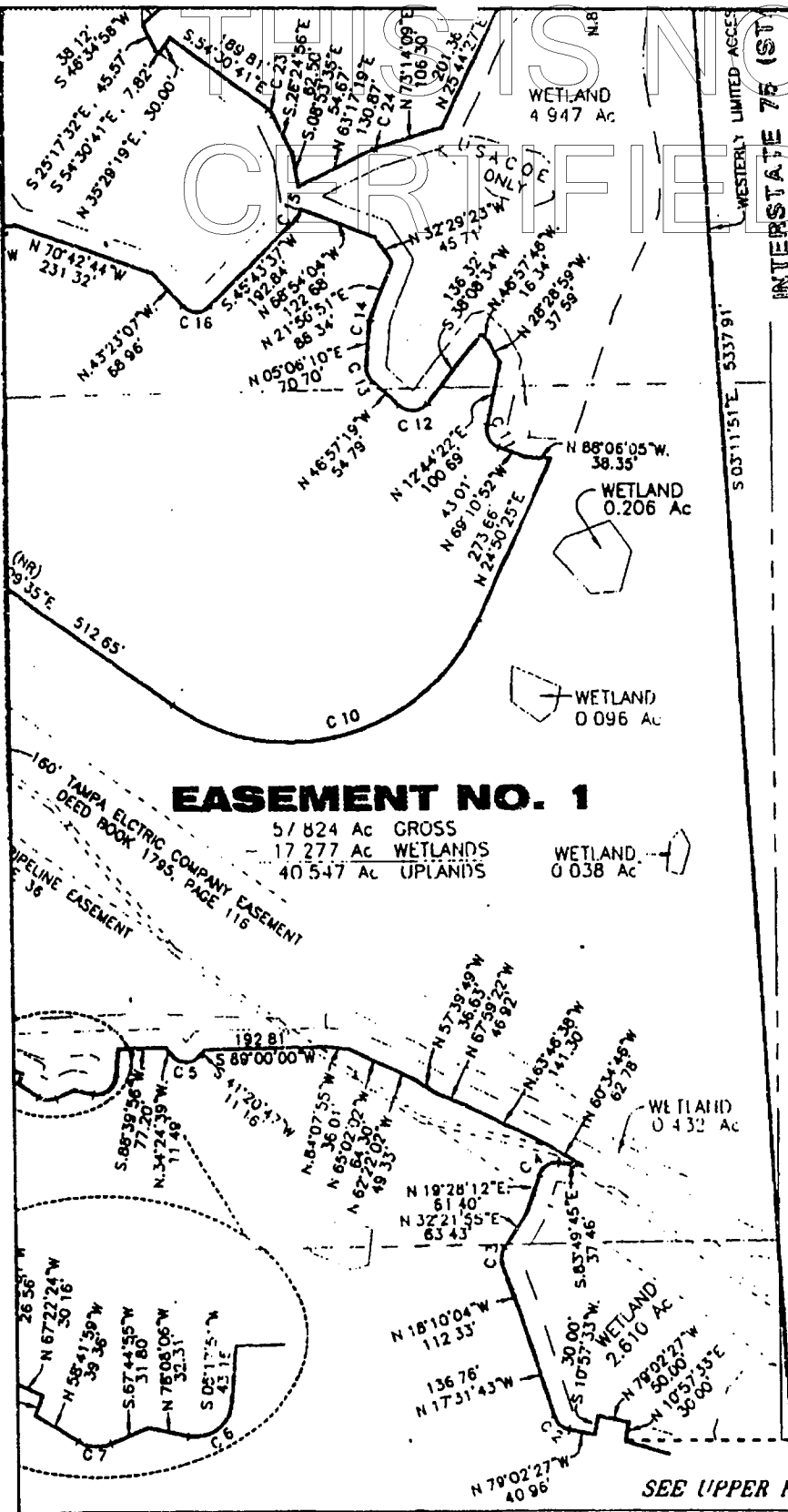
WETLAND
 0.038 AC

SEE UPPER RIGHT

FOR REC 00395 PG 1590

INTERSTATE 75 (ST)

WESTERLY LIMITED ACCESS



110
2
3
4
6
7
8
9
10
11
12
13
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15
16
17
22
23
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29
30
70

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point of curvature, thence 1
central angle of 13°36'57"
thence Easterly, 567.23 feet
(chord bearing N 74°50'25"
feet, thence N 69°10'52"W,
having a radius of 3000 f;
thence N 12°44'22"E, 100.6
feet to a point of curvature,
central angle of 94°54'07"
point of curvature, thence 1
angle of 52°03'29" (chord
curvature, thence Northerly,
16°50'41" (chord bearing N
45.71 feet, thence N 68°54'
right having a radius of 30
thence S 45°43'37"W, 192 f
radius of 3000 feet and a
N 43°23'07"W, 68.96 feet,
Northerly, 144.02 feet along
bearing N 0°28'28"W, 145.
N 03°50'12"E, 147.27 feet,
of curvature, thence South
45°49'11" (chord bearing S
24.73 feet, thence S 46°34'
30.00 feet, thence S 46°30'
the right having a radius o
tendency, thence S 26°24'5
curvature, thence Easterly,
09°56'50" (chord bearing N
201.36 feet, thence N 46°5
feet along the arc of a cu
N 25°08'20"E, 19.17 feet)
N 86°48'09"E, 104.91 feet,
West of and parallel with li
N 05°11'51"W, 1746.56 feet
Southwest 1/4 of Section
S 39°30'22"E, 50.00 feet, t
Southerly, 60.13 feet along
bearing S 21°57'22"W, 50.5
18.74 feet along the arc o
N 82°41'29"W, 18.48 feet)
3.36 feet along the arc o
N 40°33'17"W, 24.61 feet)
feet along the arc of a cu
N 08°30'01"W, 8.16 feet) t

containing 58 170 acres, n

WE

DEI TA	ARC	TANGENT	CHORD	BEARING
61°30'45"	32.21	17.85	30.68	N 48°17'05" W
50°31'59"	26.46	14.16	25.61	N 67°05'56" E
76°42'04"	40.16	23.74	37.23	N 57°49'14" E
04°14'34"	54.58	38.57	47.36	N 86°31'56" W
96°34'02"	50.56	33.65	44.79	S 53°34'52" W
53°33'06"	28.04	15.14	27.03	N 35°28'32" W
25°49'42"	279.49	142.16	277.13	N 21°42'03" E
13°36'57"	250.71	125.95	250.12	N 27°48'26" E
00°00'00"	567.23	387.32	497.93	N 74°50'25" E
81°55'14"	42.89	26.04	39.33	N 26°13'15" W
94°54'07"	49.69	32.68	44.70	S 85°35'38" W
52°03'29"	27.26	14.65	26.51	N 20°55'34" W
16°50'41"	8.82	4.44	8.79	N 13°51'31" E
35°59'17"	18.84	9.74	18.74	S 27°43'58" W
90°53'16"	47.59	30.47	47.75	N 88°49'45" W
07°49'17"	144.02	72.12	143.91	N 07°28'28" W
35°49'11"	23.99	12.68	23.36	S 17°52'22" E
26°05'45"	14.71	7.51	14.56	S 40°27'49" E
03°56'50"	5.21	2.61	5.20	N 68°15'44" E
37°15'34"	19.51	10.11	19.17	N 25°08'20" E
14°50'03"	60.13	46.94	50.56	S 21°57'22" W
15°52'16"	18.78	9.71	18.48	N 87°41'29" W
48°26'08"	25.36	13.49	24.61	N 40°32'17" W
15°38'25"	8.19	4.12	8.16	N 08°30'01" W
47°19'06"	24.70	13.14	24.08	S 89°02'40" W

No	Date
----	------

SHEET 2

RTIFIED COPY

OR BK 09295 PG 1593

(PROPOSED) FAULKENBURG ROAD

WILKINSON
9 181 AC

82°00'00"W
87°52'
133°46'
65°47'09"W
170°11'
561°51'29"W
50°42'26"N
221°59'
585°27'18"W
C 36
N 67°20'15"W
C 36

50°00'00"E
223°56'
221°59'
585°27'18"W
C 36
N 67°20'15"W
C 36

PROPOSED FAULKENBURG ROAD

[illegible]

WILLARD
9 181 A:

~~OR BK 09385 PG 1594~~



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CURVE DATA

NO.	RADIUS	DELTA	ARC	TANG
33	455.00	33°32'02"	266.30	137.
34	30.00	20°29'01"	10.73	5.
35	30.00	20°48'44"	10.90	5
36	30.00	29°12'27"	15.29	7
37	30.00	17°26'03"	9.13	4
39	910.00	50°43'30"	805.64	431.
40	325.00	44°53'39"	254.65	134
41	30.04	71°34'15"	37.52	21
45	750.00	17°57'06"	234.99	118.
46	750.00	46°01'22"	602.44	318
49	445.00	07°56'32"	61.68	30
50	425.00	22°03'28"	163.62	82
51	1135.00	13°59'55"	277.31	139.
52	1025.00	11°00'00"	196.79	98
53	575.00	22°03'28"	221.36	112
54	555.00	07°56'32"	76.93	38
55	345.00	55°00'00"	331.18	179.6
56	855.00	14°16'10"	212.94	107.0

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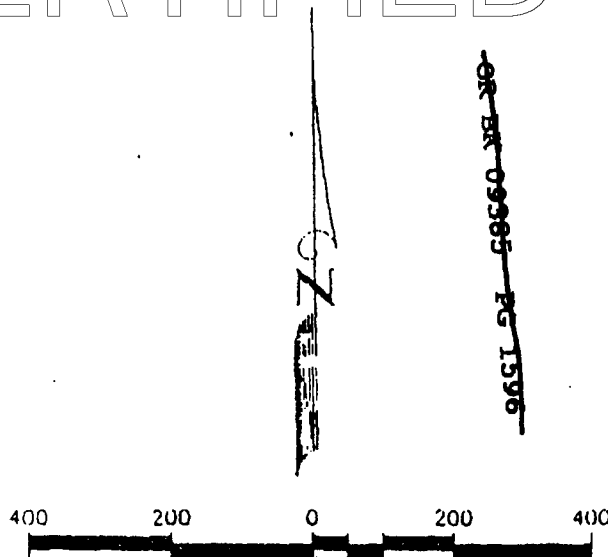
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DESCRIPTION: A parcel particularly described as

From the Southeast cor
 1) S 89°51'50"W, 1321.0
 1/4 of said Section 13,
 N 34°04'46"E, 42.91 feet
 thence N 78°21'22"E, 12
 feet, thence N 34°11'05"
 74.54 feet, thence N 35°
 S 86°44'29"W, 77.28 fee
 point on a curve, thence
 central angle of 13°59'5"
 Northwesterly, 163.62 fee
 bearing N 59°24'50"W, 1
 along the arc of a curve
 61.64 feet) to a point c
 of 455.00 feet and a cu
 S 44°36'54"W, 363.58 fe
 of a curve to the left h
 point of tangency, thenc
 curve to the left having
 of tangency; thence N 6°
 left having a radius of
 thence continue S 83°27'
 the arc of a curve to th
 to a point of tangency,
 feet, thence N 08°08'31"
 223.99 feet to a point

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CHORD	BEARING
252	N 61°37'05"W
1067	N 36°17'00"W
1084	N 56°55'53"W
1513	N 81°56'28"W
909	N 89°25'30"W
7959	S 23°21'45"W
1819	S 72°07'07"E
1513	S 54°12'45"E
1403	S 12°38'21"W
8637	S 36°22'25"E
16164	N 74°24'50"W
15261	N 59°24'50"W
1662	N 55°23'04"W
1648	N 53°53'06"W
1000	N 59°24'50"W
1687	N 74°24'50"W
1861	N 50°53'06"W
239	N 30°31'11"W



SCALE: 1" = 200'

BASIS OF BEARINGS

The South boundary of Section 13, Township 30 South, Range 19 East, Hillsborough County, Florida, is assumed to have a bearing of S 89°50'02"W, on an assumed datum

PARKWAY CENTER WILDLIFE PRESERVATION EASEMENT NO 2

ing in Section 13, Township 30 South, Range 19 East, Hillsborough County, Florida, and being more

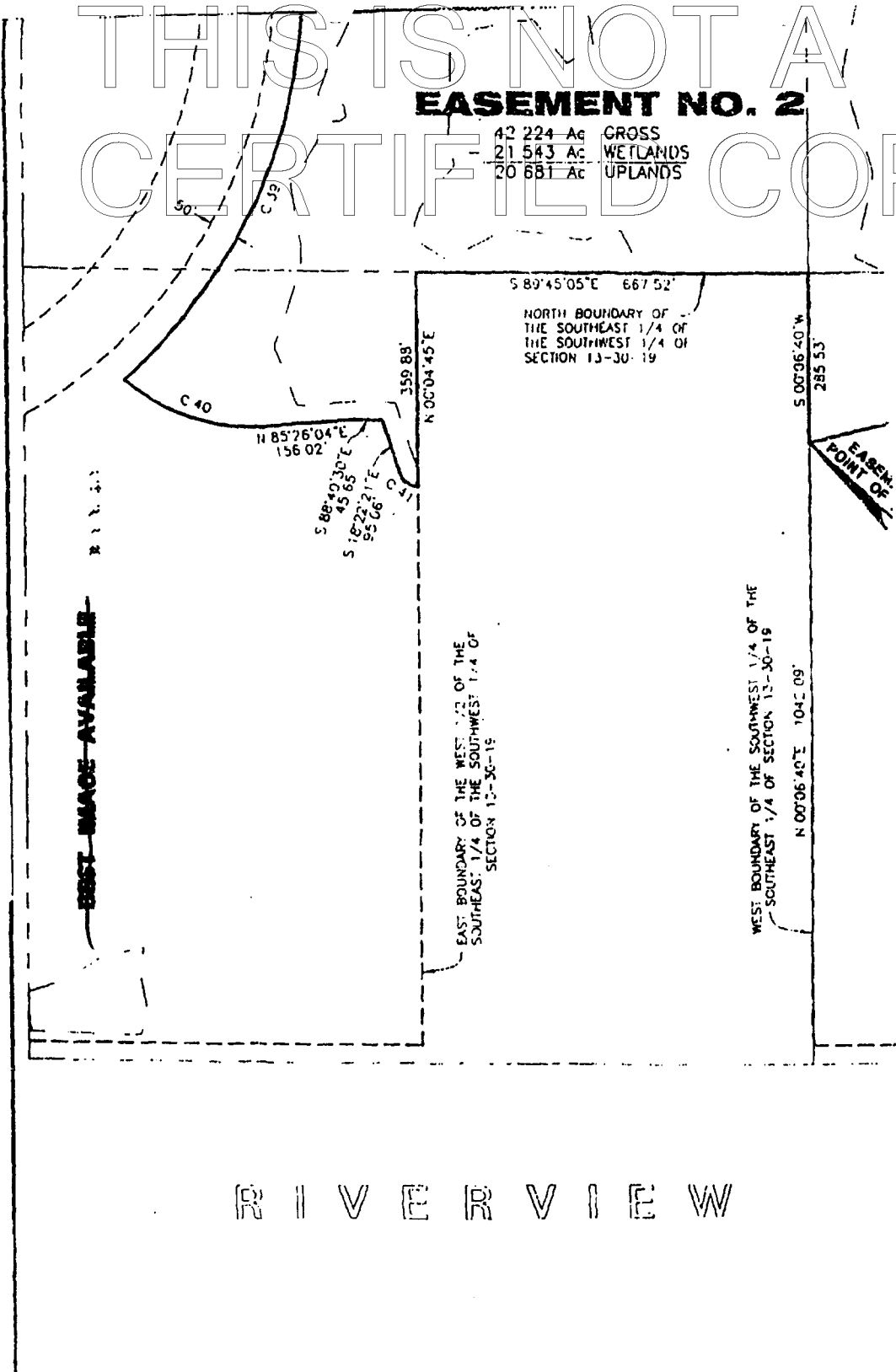
Section 13, run thence along the South boundary of said Section 13, the following two (2) courses:
S 89°50'02"W, 1322.14 feet, thence along the West boundary of the Southwest 1/4 of the Southeast 1/4, 1042.09 feet to the POINT OF BEGINNING, thence N 76°38'47"E, 464.37 feet, thence N 89°09'14"E, 84.09 feet, thence N 34°30'00"E, 41.54 feet, thence N 86°14'06"E, 25.47 feet; thence N 44°54'19"E, 101.19 feet; thence N 55°48'55"W, 34.10 feet, thence N 89°19'13"W, 16.23 feet, thence S 55°48'55"E, 50.00 feet, thence N 34°11'05"E, 93.18 feet; thence N 64°20'08"E, 28.10 feet, thence N 18°14'00"E, 151.75 feet, thence N 03°15'31"W, 170.00 feet; thence S 25°34'58"W, 74.01 feet; thence N 86°44'29"E, 105.40 feet; thence N 03°15'31"W, 88.97 feet to a point, 277.31 feet along the arc of a curve to the right having a radius of 1135.00 feet and a bearing N 55°23'04"W, 276.62 feet), thence S 41°36'54"W, 20.00 feet to a point on a curve, thence along the arc of a curve to the left having a radius of 425.00 feet and a central angle of 22°03'28" (chord bearing N 19°33'26"E, 20.00 feet to a point on a curve; thence Westerly, 61.68 feet along the arc of a curve to the right having a radius of 445.00 feet and a central angle of 07°56'32" (chord bearing N 74°24'50"W, 286.30 feet along the arc of a curve to the right having a radius of 33°32'02" (chord bearing N 81°37'05"W, 262.52 feet), thence S 02°36'54"W, 182.69 feet, thence N 26°02'29"W, 56.13 feet to a point of curvature; thence Northwesterly, 10.73 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 20°29'01" (chord bearing N 36°17'00"W, 10.67 feet) to a point of curvature, 132.42 feet to a point of curvature, thence Northwesterly, 10.90 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 20°48'44" (chord bearing N 56°55'53"W, 10.84 feet) to a point of curvature, 121.05 feet to a point of curvature; thence Westerly, 15.29 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 29°12'27" (chord bearing N 81°56'28"W, 15.13 feet) to a point of tangency, 59 feet; thence N 80°42'29"W, 61.49 feet to a point of curvature; thence Westerly, 9.13 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 17°26'03" (chord bearing N 89°25'30"W, 9.09 feet) to a point of tangency, 170.71 feet, thence S 08°08'31"E, 30.00 feet, thence S 81°51'29"W, 50.00 feet, thence S 65°47'08"W, 133.48 feet, thence S 88°00'00"W, 87.52 feet, thence S 02°00'00"E, 805.64 feet along the arc of a curve to the right having a radius of 805.64 feet.

09-29-98 11:36am HEIDT & ASSOC WCKYR P \PARKWAY CENTER\MASTER PLAN\DESCRIPTION\PMWILDDSR.DWG

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42 224 Ac GROSS
21 543 Ac WETLANDS
20 681 Ac UPLANDS



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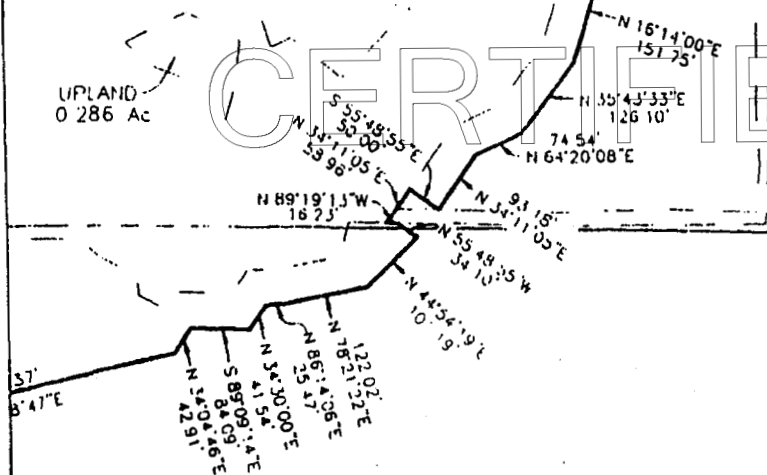
R I V E R V I E W

668 Ac
020 Ac UPLAND
286 Ac UPLAND
362 Ac WETLAND

UPLAND
0 286 Ac

UPLAND
1 020 Ac

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SECTION 18-30-19
SECTION 24-30-20

D R I V E

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rest and a central angle of
along the arc of a curve to
248.19 feet) to a point of L.
S 18°22'21"E, 95.05 feet to
of 30.04 feet and a central
1/2 of the Southeast 1/4 of
along the North boundary of
aforesaid West boundary of L.
285.53 feet to the POINT OF
Containing 42.224 acres, more

DESCRIPTION. A parcel of land
particularly described as follows:

From the Southeast corner of
1) S 89°51'50"W, 1321.06 feet
1/4 of said Section 13, N 00°
S 89°09'14"E, 84.09 feet; then
thence N 44°54'19"E, 101.19
feet; thence S 55°48'55"E, 50
126.10 feet, thence N 16°14'00"
N 25°34'58"W, 74.01 feet, then
the POINT OF BEGINNING, then
central angle of 11°00'00" (at
Northwesterly, 221.38 feet also
bearing N 59°24'50"W, 220.00
of said curve to the left having
a point of reverse curvature,
and a central angle of 55°00'
to a point of curvature, then
central angle of 14°16'10" (at
feet, thence N 74°13'56"E, 50
thence Southerly, 234.99 feet
(chord bearing S 12°38'21"W,
131.58 feet to a point on a
feet and a central angle of 4
BEGINNING

Containing 11.354 acres, more

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OR BK 09385 PG 1599

SOUTHEAST CORNER OF
SECTION 13-30-19

SECTION 13-30-19
SECTION 18-30-20

13 18
24 10

OAT
WILDLIFE

1	09/29/98	Rev. 1
No.	Date	
REVIS		
SHEET 3 OF		

the Southeast 1/4 of Section 13; thence along said West boundary, S 00°06'40" W,

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~~OR BR 09385 PG 1801~~

Biological Research Associates

**REVISED
PROTECTION AND MANAGEMENT PLAN FOR THE
GOPHER TORTOISE POPULATION
ON PARKWAY CENTER
HILLSBOROUGH COUNTY, FLORIDA**

Prepared for:

Mr. Eric Eicher
Executive Vice President
Parkway Center
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Tampa, Florida 33637

Michael P. Eagan
Michael P. Eagan
Ecologist

J. Steve Godley
J. Steve Godley
President

EXHIBIT "B"

21 January 1998

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~~OR BR 09305 PG 1602~~

1.0 PROJECT HISTORY

The Application for Development Approval for the Parkway Center Development of Regional Impact (DRI Number 146) was submitted on 30 September 1986. The Development Order (DO) (Resolution Number R87-0334) for this project was issued by Hillsborough County on 31 October 1987. DO Condition IV.F.5 required, in part, that "An acceptable plan detailing how the gopher tortoise population of Parkway Center will be accommodated, protected, monitored or relocated shall be submitted to Hillsborough County, the Florida Game and Fresh Water Fish Commission, and TBRPC." At the time this Development Order was rendered, the Florida Game and Fresh Water Fish Commission (FGFWFC) did not have an off-site mitigation bank program established in the region. Thus, in fulfillment of DO Condition IV.F.5, a permit to live capture and relocate the entire Parkway Center tortoise population was applied for on 1 February 1988. The FGFWFC issued permit number W88024 to the agent for Parkway Center on 18 February 1988. During the months of May, June, July and August 1988 the entire Parkway Center gopher tortoises population (n = 566) was live-captured and relocated by King Engineering Associates, Inc. onto Agri-Timber property at a cost in excess of \$250,000.00. (The former Agri-Timber property, now under the management of the Southwest Florida Water Management District, is located northeast of Dade City in Sections 5, 6, 31 and 32, Township 24S, Range 22E of Pasco County)

Shortly after relocating these tortoises, the Parkway Center project was forced into bankruptcy, precluding the immediate development of the site. In November 1996 a bankruptcy judge approved a plan to bring the project out of bankruptcy. This plan substantially scaled back both the intensity of the project and its economic return, but will result ultimately in the payment of over \$5 million to creditors. Neither the developer (Robert E. Wooley, Inc.) nor the bankruptcy judge were aware that tortoises had recolonized the site, and no funds or lands were earmarked to address this issue.

Biological Research Associates (BRA) was retained by Robert E. Wooley, Inc. to provide environmental consulting expertise on the project in September 1996. Preliminary surveys indicated that, in the intervening years, gopher tortoises had recolonized Parkway Center, presumably from surrounding undeveloped lands. At a preliminary meeting with Brad Hartman and Jim Antista on 24 June 1997, the FGFWFC recommended that Parkway Center be resurveyed for tortoises in order to determine the extent of the tortoise population and the most appropriate mitigative action(s) in this particular case. Finally, on 6 October 1997 the Development Order Condition IV.F.5 for Parkway Center (DRI #146) was amended by the Hillsborough County Board of County Commissioners (BOCC) to read as follows:

Prior to issuance of building permits for any portion of the development beyond Tracts A, B, C, D, and E as shown on Map H, an acceptable plan detailing how the gopher tortoise population of Parkway Center will be accommodated, protected, monitored, or mitigated for, shall be submitted to Hillsborough County, DCA and FGFWFC and the development order amended as specified below. Upon approval of said plan by the County and DCA, the components to the plan will be amended as approved into the Development Order along with any changes required to Map H without the filing of an NOPC. Copies of any required permits relative to the gopher tortoise plan shall be provided to Hillsborough County. All areas identified for preservation or special protection shall be preserved by either a conservation easement, conservation designation on the local comprehensive plan future land

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use map, or by transfer to a management organization, consistent with the provisions of Rule 9J-2.041 F.A.C.

In partial fulfillment of this Development Order Condition and at the specific request of the FGFWFC, this report summarizes the results of the 1997 gopher tortoise surveys on Parkway Center and the restocking effort on the South West Florida Water Management District (SWFWMD)'s Agri-Timber site in Pasco County, Florida.

2.0 Parkway Center Site Description

The Parkway Center project encompasses ±967 acres and is located in Sections 12 and 13, Township 30S, Range 19E and Sections 7 and 18, Township 30S, Range 20E of Hillsborough County (see site location map, Figure 1 and aerial photograph, Figure 2). According to the *Hillsborough County Soil Survey* (US Department of Agricultural Soil Conservation Service, 1989) eight soil types are present on the site (Figure 3): Myakka, Malabar, Pomello, St. John, Smyrna, Felda, and Pinellas fine sands and Basinger, Holopaw and Samsula depressional soils. The majority of these soil types (Myakka, Pomello, St. Johns, and Smyrna fine sands) are associated with pine flatwoods. The remaining soil types (Malabar, Pinellas and Felda, Basinger, Holopaw and Samsula soils) are associated with depressional wetland habitats.

The surface features of the site have been classified and assigned Florida Land Use, Cover and Forms Classification System (FLUCFCS) codes (FDOT 1985) (Figure 4). Land uses and cover types include improved pasture (211), palmetto prairie (321), pine flatwoods (411, 412, 413), upland hardwood forest (420, 428, 434), streams and waterways (510), wetland hardwood forest (610), and herbaceous wetland (640), spoil areas (743), and utility corridors (830). Because canopy closure and tortoise burrow density varies considerably across the site, we have classified the habitats to FLUCFCS Level IV, where appropriate, and also provided tortoise burrow density estimates for individual mapped units of each habitat type (e.g., the patches of pine flatwoods with 31 - 50 percent canopy closure are labeled 4112A through 4112D).

2.1 Improved Pasture (211)

This land use covers approximately 35.6 acres and includes improved pastures with a ground cover of bahiagrass (*Paspalum notatum*). The improved pastures have a few scattered cabbage palms (*Sabal palmetto*), live oaks (*Quercus virginiana*) and pine trees (*Pinus elliotii* or *Pinus palustris*) in the canopy, and few or no shrubs. These areas are used intensively for grazing cattle.

2.2 Palmetto Prairie (321)

This largely treeless habitat covers approximately 280 acres on the site. The ground cover is composed of saw palmetto (*Serenoa repens*), runner oak (*Quercus pumila*), wire grass (*Aristida* sp.), broomsedge (*Andropogon* sp.) and other grasses and forbs. These areas are populated by only occasional pines, cabbage palms or shrubby bushes.

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2.3 Pine Flatwoods (411, 412, 413)

This vegetative community covers approximately 363 acres of uplands. While the canopy is composed of scattered longleaf and slash pine, the understory has been altered by the extensive use of prescribed winter burns and intensive cattle grazing. The typical ground cover includes saw palmetto with scattered wiregrass, lopsided Indian grass (*Sorghastrum secundum*), shiny blueberry (*Vaccinium myrsinites*) and runner oak. The canopy tree crown closure varies significantly throughout the flatwoods, from 10 to 70 percent. The amount of canopy closure has a direct effect on the ground cover, both in the number of different species present and their relative densities: as the canopy closes, there is a reduction in the diversity and quantity of ground cover.

2.4 Upland Hardwood Forests (420, 428, 434)

This type covers approximately 141 acres. The dominant canopy are pines, live and laurel oaks and cabbage palms. The understory is composed of hardwood saplings, vines, wax myrtle, and red maple. Herbaceous cover is sparse because of the canopy closure and is composed of assorted grasses and other forbs. This habitat has also been classified based on the amount of canopy closure (Figure 4).

2.5 Streams and Waterways (510)

The major east-west drainageway on Parkway Center is Allen's Creek, which ranges from 15 to 20 feet in width and up to 7 feet in depth. Throughout much of its length, emergent vegetation is present both within the creek's littoral shelf and bed. Species include soft rush (*Juncus effusus*), pickerelweed (*Pontederia cordata*), water hyssop (*Bacopa* sp.) and smartweed (*Polygonum hydropiperoides*). Hardwoods, principally live oaks, form a dense canopy along its banks.

There is one major north-south canal which discharges into Allen's Creek. This canal is approximately 10 feet wide and up to 6 feet in depth. The dominant canopy species along its banks are oaks and scattered pine trees with a canopy closure above 50 percent. Hardwood saplings form the majority of the understory and saw palmettos and grasses are the dominant ground cover.

2.6 Wetland Hardwood Forest (610)

Forested hardwood wetlands comprise about 3.2 acres of the site. The dominant canopy species is laurel oak with cabbage palm, hackberry (*Celtis laevigata*) and wax myrtle (*Myrica cerifera*) in the understory. Ground cover is composed of grasses, spikerush (*Eleocharis* sp.) and coinwort (*Centella asiatica*).

2.7 Herbaceous Wetlands (640)

Numerous herbaceous marshes, totaling 70.6 acres, are located on the Parkway Center property. While all of the marshes are depicted as FLUCFCS code 640 on Figure 4, there are two distinct types - shallow ephemeral and deeper emergent. The overwhelming majority of the marshes are shallow ephemeral herbaceous marshes. The dominant vegetation includes soft rush (*Juncus effusus*), cordgrass (*Spartina bakeri*), marsh pennywort (*Hydrocotyle umbellata*), spike rush and St. Johns wort (*Hypericum fasciculatum*). Standing water is found in these wetlands for one to ten months of the year. A deeper emergent marsh is

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located in the eastern portion of the site south of the utility corridor and adjacent to I-75. The vegetation in this wetland includes pickerelweed (*Porteriera cordata*), smartweed, and blue-flag iris (*Iris hexagonia*) with wax myrtles along the periphery. Standing water is found in this wetland all year.

2.8 Spoil Areas (743)

A large berm associated with an excavated canal is present in the western portion of the site. This spoil berm is sparsely vegetated by a variety of ruderal species.

2.9 Utilities (830)

A TECO utility easement totaling about 17.5 acres traverses the property in a north-west to south-east direction. Uplands in this easement are vegetated by bahiagrass; several herbaceous marshes also fall within the utility corridor.

3.0 GOPHER TORTOISE SAMPLING METHODOLOGY

3.1 Parkway Center Site

Gopher tortoise surveys on Parkway Center were conducted in accordance with the Florida Game and Fresh Water Fish Commission's (FGFWFC 1988) *Wildlife Survey Methodology Guidelines*. In order to reduce the vegetative cover and facilitate the location of gopher tortoise burrows, several prescribed burns were conducted on the site in January through July of 1997. Burning was hampered by unstable wind conditions in the summer and smoke hazard concerns on I-75, which lies to the immediate east of the project. Approximately 85 percent of the potential gopher tortoise habitat was either burned in 1997, or was so open that it would not carry a fire. Following these burns ecologists from DRA conducted essentially 100 percent surveys of the entire site for tortoises during the months of August and September 1997. The approximate location of each observed tortoise burrow was plotted on 1" = 200' blue-line aerial photographs (Figure 2) and field flagged. In addition, the status of each observed gopher tortoise burrow was classified as active, inactive, or abandoned per Cox et al. (1987). These aerials were then used as a reference to produce a 1" = 400' cartographic representation depicting the location of all gopher tortoise burrows observed on the Parkway Center project in relation to the habitat types (Figure 4).

As noted above (Section 1.0), King Engineering and Associates, Inc. (KEA) relocated the entire tortoise population from Parkway Center to the Agri-Timber site. According to the KEA relocation report submitted to the FGFWFC, a total of 566 tortoises were captured from 1664 active and inactive burrows, yielding a Parkway Center site specific tortoise to burrow conversion factor of 0.34. We applied this conversion factor to estimate tortoise density on Parkway Center.

3.2 Agri-Timber Site

The Agri-Timber relocation site was surveyed in May 1997 in order to determine the current status of the relocated gopher tortoise population. To determine the tortoise density on the Agri-Timber property, pedestrian transects of known width and length were walked through various portions of the longleaf pine -

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turkey oak sandhill and the status of each observed burrow was classified per Cox et al. (1987). A detailed report describing the sampling methodology and results is attached as Appendix A.

4.0 RESULTS

4.1 Parkway Center

The available, potentially occupied upland gopher tortoise habitat on Parkway Center includes improved pasture, palmetto prairie, pine flatwoods, hardwood forest, spoil areas, and a utility easement. As noted above, essentially all upland habitats on Parkway Center were surveyed for evidence of gopher tortoises. Figure 4 depicts the location of all observed burrows and their relationship to the different vegetative communities on Parkway Center, and Table 1 summarizes by habitat polygon the density estimates and mitigation acreages that the FGFWFC currently is applying to projects. A total of 606 burrows (375 active, 231 inactive) were located and field marked with survey flagging. The Parkway Center tortoise burrows are not evenly distributed across or within the different vegetative communities (see Figure 4 and Table 1). About 55 percent of the gopher tortoise population (333 burrows; mean density = 0.41 tortoises/ac.) was found in the palmetto prairie community and within this community most tortoises were found in relatively dense colonies generally associated with the most xeric soils on the site (Pomello fine sands).

The pine flatwoods and hardwood forest habitats were classified to a detailed level (Level 4 classification) based on the amount of tree crown closure (Figure 4). Within the pine flatwoods community, tortoise density averaged 0.22 tortoises per acre in FLUCFCS 4111 (10 to 30 percent closure), 0.31 per acre in FLUCFCS 4112 (31 to 50 percent closure) and 0.14 per acre in FLUCFCS 4113 (51 to 70 percent closure). In all the remaining upland habitats, tortoise densities generally were low (see Table 1 and Figure 4). Three tortoise burrows were located within the edge of herbaceous wetlands; accordingly, to be consistent these wetland (70 acres) were not excluded from the analysis of mitigation requirements (Table 1).

4.2 Agri-Timber Site

As part of the original Development Order the entire Parkway Center gopher tortoise population, a total of 566 individuals, were live captured and relocated onto the Agri-Timber property during the summer months of 1988 (see Appendix A). Prior to their release onto the recipient site, all tortoises were weighed, measured, sexed and individually identified with permanent scute notches. Based on these data, the vast majority of the Parkway Center tortoises (±91 percent) were mature adults. In addition, it was noted that no hatchlings (younger than two (2) years) were found on the donor site. Prior to relocating the Parkway Center tortoises, a survey to assess the gopher tortoise population size and habitat quality of the Agri-Timber recipient site was conducted by T.C. Hines of Natural Resources Planning Services, Inc. Pedestrian transects were established randomly and covered approximately 20 acres. Along these transects a total of 28 occupied (active plus inactive) burrows were observed. Using the standard Affenburg and Franz (1982) conversion factor of 0.614 tortoises/burrow and dividing this product by the acreage surveyed yielded an estimate of 0.86 tortoises/acre. The recipient site was characterized as upland sandhill (longleaf pine - turkey oak community) containing good quality gopher tortoise habitat. Additionally, based on the computed population density, the resident gopher tortoise population was reported to be under the carrying capacity normally attributed to sandhill (up to 6.9 tortoises/acre, Cox et al 1987), apparently because tortoises on the Agri-timber site had been excessively harvested. Relocated gopher tortoises were distributed

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at a density of approximately two (2) per acre. Follow-up surveys for gopher tortoises on the Agri-Timber property were conducted by BRA in May 1997 to quantify the ultimate success of the restocking effort, some nine (9) years later. A total of 96 pedestrian transects were walked covering 82 acres. Within the area surveyed a total of 813 occupied (511 active and 302 inactive) burrows were observed. Multiplying the number of occupied burrows by the conversion factor yields an estimate of 499 tortoises or a density of 6.1 tortoises per acre. This is approximately a 600 percent increase over the initial survey results (0.86 tortoises/acre), strongly suggesting that the restocking effort was successful.

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Table 1. Summary of FLUCFCS Categories, Number of Active and Inactive Tortoise Burrows, Tortoise Density and Mitigation Acreages on Parkway Center.

FLUCFCS	Alpha	Area (ac)	GT-Active	Inactive	GT Density	Mit. Acres
Total 210		35.6	3	1	0.33	0.5
210	A	1.0	0	0	0.00	0.0
	B	3.5	2	0	0.19	0.2
	C	2.9	0	1	0.12	0.1
	D	13.6	1	0	0.02	0.1
	E	12.0	0	0	0.00	0.0
	F	2.6	0	0	0.00	0.0
Total 321		279.5	183	150	0.41	35.1
321	A	32.2	24	21	0.47	4.8
	B	98.6	25	44	0.24	8.8
	C	2.3	0	0	0.00	0.0
	D	3.4	3	1	0.40	0.5
	E	2.7	0	0	0.00	0.0
	F	20.4	41	42	1.38	5.1
	G	19.1	20	10	0.53	2.9
	H	1.0	0	0	0.00	0.0
	I	9.7	3	2	0.17	0.6
	J	77.8	63	28	0.40	11.6
	K	2.6	1	0	0.13	0.1
	L	4.7	1	2	0.21	0.4
	M	5.1	2	0	0.13	0.3

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Table 1. (Continued).

FLUCFCS	Alpha	Area (ac)	GT-Active	Inactive	GT Density	Mit. Acres
Total 4111		342.7	153	69	0.22	27.5
4111	A	44.1	12	6	0.14	2.3
	B	10.1	1	0	0.03	0.1
	C	11.2	14	4	0.54	1.7
	D	1.7	0	0	0.00	0.0
	E	8.0	0	2	0.09	0.3
	F	165.1	84	22	0.22	13.5
	G	2.3	2	1	0.45	0.3
	H	34.8	27	15	0.41	5.2
	I	40.7	11	7	0.15	2.3
	J	24.5	2	12	0.19	1.8
Total 4112		17.7	14	2	0.31	1.7
4112	A	8.7	4	0	0.16	0.5
	B	1.9	1	1	0.36	0.3
	C	6.0	9	1	0.57	0.9
	D	1.2	0	0	0.00	0.0
Total 4113		2.5	0	1	0.14	0.1
4113	A	2.5	0	1	0.14	0.1
Total 4121		8.2	4	3	0.29	0.9
4121	A	8.2	4	3	0.29	0.9
Total 420		6.6	0	0	0.00	0.0
420	A	3.8	0	0	0.00	0.0
	B	1.3	0	0	0.00	0.0
	C	1.5	0	0	0.00	0.0

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Table 1. (Continued)

FLUCFCS	Alpha	Area (ac)	GT-Active	Inactive	GT Density	Mit. Acres
Total 428		23.5	0	0	0.00	0.0
428	A	9.4	0	0	0.00	0.0
	B	6.3	0	0	0.00	0.0
	C	1.8	0	0	0.00	0.0
	D	2.1	0	0	0.00	0.0
	E	0.1	0	0	0.00	0.0
	F	0.1	0	0	0.00	0.0
	G	2.5	0	0	0.00	0.0
	H	1.0	0	0	0.00	0.0
	I	0.3	0	0	0.00	0.0
Total 4341		4.9	1	1	0.14	0.3
4341	A	4.9	1	1	0.14	0.3
Total 4342		39.1	7	2	0.08	1.2
4342	A	4.0	0	0	0.00	0.0
	B	0.6	0	0	0.00	0.0
	C	2.0	0	0	0.00	0.0
	D	4.7	0	1	0.07	0.1
	E	1.3	0	0	0.00	0.0
	F	6.5	0	0	0.00	0.0
	G	2.6	2	0	0.27	0.3
	H	3.6	0	0	0.00	0.0
	I	10.5	5	1	0.20	0.8
	J	0.3	0	0	0.00	0.0
	K	3.0	0	0	0.00	0.0

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FLUCFCS	Alpha	Area (ac)	GT-Active	Inactive	GT Density	Mit. Acres
Total 4343		66.9	5	1	0.03	0.8
4343	A	6.9	0	0	0.00	0.0
	B	1.9	0	0	0.00	0.0
	C	5.5	0	0	0.00	0.0
	D	2.2	1	0	0.15	0.1
	E	30.1	4	1	0.06	0.6
	F	0.9	0	0	0.00	0.0
	G	7.4	0	0	0.00	0.0
	H	0.3	0	0	0.00	0.0
	I	7.4	0	0	0.00	0.0
	J	4.4	0	0	0.00	0.0
Total 510		23.1	2	0	0.03	0.3
510	A	23.1	2	0	0.03	0.3
Total 610		3.2	0	0	0.00	0.0
610	A	3.2	0	0	0.00	0.0
Total 640		70.6	2	1	0.01	0.4
640	A	70.6	2	1	0.01	0.4
Total 743		11.4	0	0	0.00	0.0
743	A	11.4	0	0	0.00	0.0
Total 814		14.6	0	0	0.00	0.0
814	A	14.6	0	0	0.00	0.0
Total 830		17.5	1	0	0.02	0.1
830	A	17.5	1	0	0.02	0.1
Grand Totals		967.5	375	231	N/A	68.8

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5.0 PROPOSED HABITAT PRESERVES

Using the FGFWFC's 26 June 1992 mitigation guidelines for the "taking" of gopher tortoises, a total of 68.8 acres of tortoise habitat would need to be preserved on or off-site, if the applicant were to follow today's mitigation standards (Table 1). As noted above in Sections 1.0 and 4.2, and in Appendix A, the applicant expended considerable resources in relocating the Parkway Center tortoise population to the Agri-Timber property. This restocking effort has resulted in a tortoise population that is now near carrying capacity for this sandhill tract, which currently is in public ownership. The Agri-Timber site meets the following criteria established by Berish (1995) as a suitable and desirable restocking location: (1) original tortoise population depleted by past human predation; (2) donor population is geographically close and presumed to be genetically, socially and demographically compatible with no known incidence of upper respiratory disease syndrome (URDS); (3) restocking site consists of moderately to excessively well drained soils with an adequate to excellent forage base; (4) site has long-term security from development; (5) a long-term commitment for habitat management; and (6) greater than 50 acres (20 ha) in size.

The amended D.O. for Parkway Center requires that the developer: (1) set aside a representative 21-acre upland preservation tract of pine flatwoods and other native plant communities "... in a manner that will ensure their continued natural function and listed upland animal species value" (D.O. Condition IV.F.1); and (2) provide an acceptable plan detailing how the gopher tortoise population on Parkway Center will be "... accommodated, protected, monitored, or mitigated" (D.O. Condition IV.F.5).

In consideration of these two D.O. Conditions, the developer proposes to set aside a $\pm$ 164.9-acre wildlife habitat that includes in its current condition the following elements (see Figure 5):

- 1) A contiguous 61.9-acre preserve (Area B of D.O. Condition IV.5.1) that incorporates seven (7) isolated wetlands and Allens Creek (total wetlands = 15.2 acres), and 43.5 acres of native uplands.
- 2) A $\pm$ 10.0-acre passive park bordered on the north by 5.4 acres of TECO easement and to the south by Allens Creek (1.5 acres) with 2.9 acres of upland buffer.
- 3) The bald eagle protection zones (40.6 acres).
- 4) The bald eagle flyway (52.6 acres) which includes 27.1 acres of uplands and three (3) isolated wetlands that total 25.5 acres.

A minimum of 68.8 acres of uplands (see Table 1) and all of the wetlands (42.3 acres) contained within the Area B Preserve and the Bald Eagle Flyway Preserve would be set aside through a conservation easement granted in favor of the FGFWFC. In order to maintain the drainage basins and pre-development hydrology of the isolated wetlands and, in accordance with SWFWMD Environmental Resource Permit (ERP) regulations, the applicant reserves the right to incorporate the isolated wetlands of these preserves into the project's surface water management system. This may involve the placement of sediment swamps (not to exceed 12 acres in total size) on the perimeter some of these isolated wetlands. The eagle protection zones would remain intact in accordance with the Development Order Condition Number IV F 2. The passive neighborhood park site will be platted as such and thus protected from intense development.

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The two proposed tortoise preserves (Area B and Flyway) contain a total of 70.60 acres of upland gopher tortoise habitat associated with 43.9 acre of high quality isolated wetlands. The Fly Preserve is linked with the 40.6-acre bald eagle protection zones. Thus, this plan proposes the protection of about 107.9 acres of native uplands (12.4 percent of total uplands) and about 9.7 percent of the occupied gopher tortoise burrows on Parkway Center. With the proper management (described below), this tortoise population could be increased substantially. Also, by incorporating some 41.9 acres of isolated wetlands within the protection zones, the entire complement of native flora and fauna found on Parkway Center will be conserved.

6.0 NATURAL RESOURCE MANAGEMENT PLAN

The Parkway Center Natural Resource Management consists of: (1) conserving about 150 acres of uplands and wetlands as a wildlife greenway preserve, (2) preparing and implementing a prescribed burn/mechanical control program to preserve and maintain these habitats in a natural state, and (3) monitoring of flora and fauna to assess habitat quality both pre- and post- initiation of the land management program in the preserve areas. In addition, the two proposed tortoise preserves will be posted with signage designating the area as a "Nature Preserve".

6.1 Prescribed Burn/mechanical Control Plan

The goal of the prescribed burn/mechanical control program is to provide sustainable and viable habitat for the perpetuation of the existing upland native habitats and their associated gopher tortoise population. The prescribed burn program for the Parkway Center site will be conducted in accordance with the Significant Wildlife Habitat Guidelines set forth in the Hillsborough County Development Review Manual.

The prescribed burn/mechanical control land management plan will consist of: (1) an initial fuel reduction - site preparation burn, (2) the development of a schedule for the implementation of prescribed burns, (3) coordination with the Florida Department of Forestry in implementing all future prescribed burns (4) development of a schedule for the mechanical control program to be implemented once prescribed burning becomes unsuitable.

6.1.1 Initial Fuel Reduction - Site Preparation Burn

An initial fuel reduction and hardwood control burn conducted in 1997 appears to have been successful in reducing the palmetto cover and hardwood invasion both in the pine flatwoods and palmetto prairie communities. Land management activities, including prescribed burning, will be implemented in the spring following the issuance of the incidental take permit.

6.1.2 Scheduling a Site Specific Prescribed Burn/mechanical Control Program

Monitoring the effect of the initial burn will help in the determination of a burn cycle for the entire site. Burns will be scheduled on a cycle of no less than every three (3) years and no greater than every five (5) years. All future prescribed burns will take place during the natural wildfire season, March through August. Summer burns tend to be less intense and wetlands are typically hydrated, so control of the burn is greatest. Any future prescribed burns will be contingent upon the approval of the Florida Department of Forestry (DOF). With the continued build out of the surrounding area, limits on the amount of incidental smoke and

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other fire related matters may limit the use of fire as a land management tool. These possible future constraints will dictate the scheduling of the land management program utilizing mechanical control techniques. Roller chopping or hydroaxing are commonly used to control understory vegetation. These techniques are useful in decreasing saw palmetto and favoring herbaceous species. While fire as a management tool is primarily used during the wet season, mechanical management tools yield the best results when used during periods of low soil moisture, February through June. A qualified environmental consultant will coordinate the timing of the prescribed burn or mechanical control land management program.

6.1.3 Coordination with Florida Department of Forestry

The DOF requires the submittal of a site specific prescribed burn plan prior to the issuance of a burn permit. In addition, all necessary fire control measures (installation of fire lanes, removal of brush piles, etc.) must be completed prior to initiation of the prescribed burn. The DOF, as a service to the community, will participate in the installation of fire lanes and in performing the prescribed burn by supplying either manpower or equipment or both. When conducting a burn, it is advisable to have DOF personnel on-site as a precaution to the unwanted spread of fire to adjacent properties. A qualified environmental consultant will coordinate all contact and scheduling of prescribed burn activities with the DOF.

6.2 Monitoring

Once the wildlife preserve is under a conservation easement, semi-annual qualitative assessments will be made by a qualified ecologist. During these assessments the overall ecological condition of the area will be evaluated. The monitoring will be scheduled to occur during the spring and fall seasons. Monitoring parameters will include but not be limited to: species composition within the herbaceous, shrub and canopy layers, percent aerial cover within each vegetative layer, shrub height, an estimate of the amount of open area, the number of occupied (active plus inactive) burrows found and wildlife use of the area. Additionally, the amount of ground litter will be noted and this information will be used to determine burn frequency. An annual report summarizing the results of the monitoring effort will be submitted to the FGFWFC Office of Environmental Services and to the Hillsborough County Planning and Growth Management Division.

In addition to the qualitative assessments, gopher tortoise surveys will be conducted periodically in a manner that will allow a quantitative estimate of the gopher tortoise population located within the conservation easement. These surveys will occur within 90 days after each prescribed burn/mechanical control event. This schedule will allow the greatest visibility and therefore, the most accurate assessment of the actual density and size of the gopher tortoise population. This information will be included in the yearly annual monitoring report. Following buildout, responsibility for habitat management and monitoring will be turned over to the Homeowners Association for the site.

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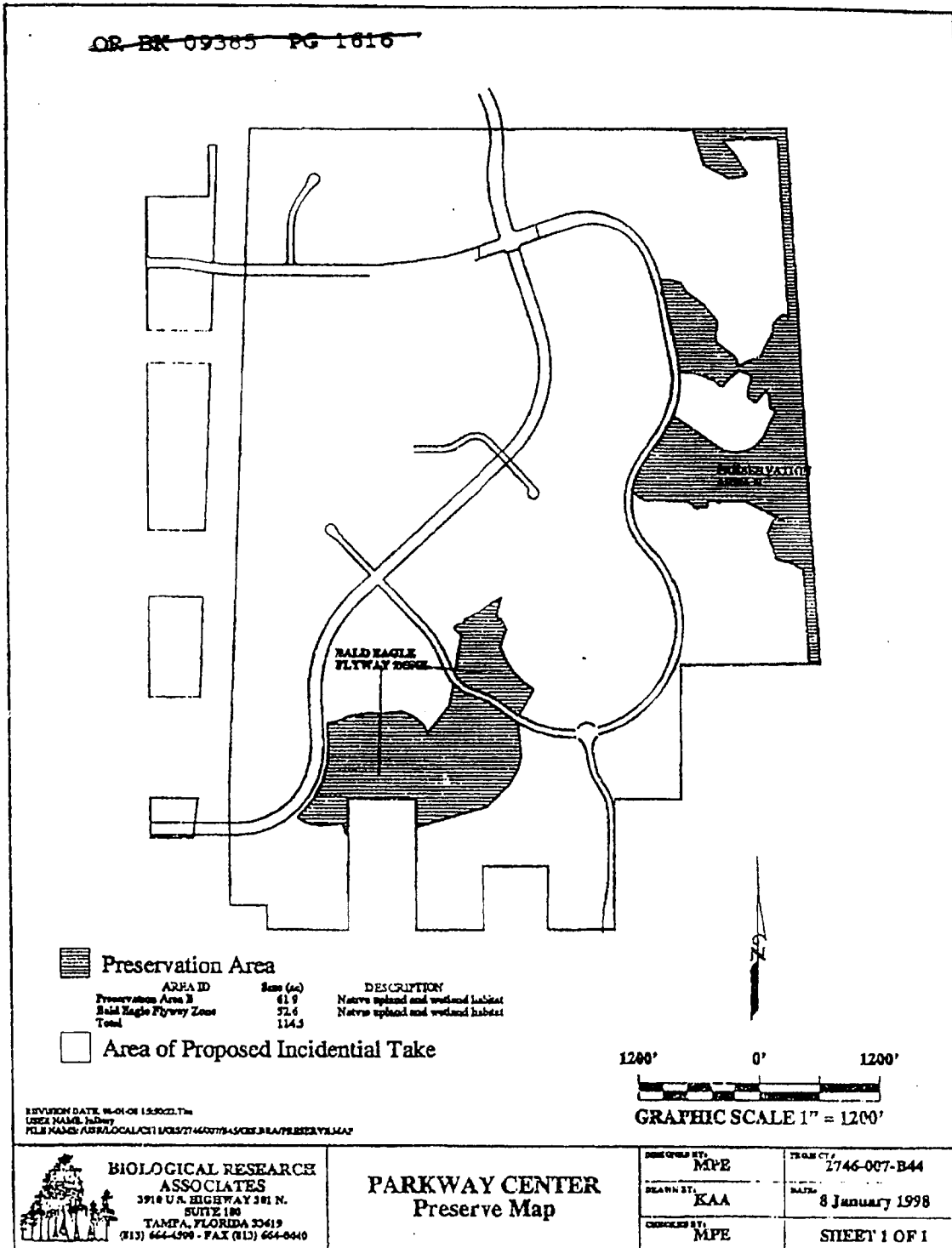
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LITERATURE CITED

Berish, J.E. 1985. Identification of gopher tortoise restocking sites. Final Report, Study No 7536, Division of Wildlife, FGFWFC.

Cox, J., D. Inkley and R. Kantz. 1987. Ecology and habitat protection needs of gopher tortoise (*Gopherus polyphemus*) populations found on lands slated for large-scaled development in Florida. Nongame Wildlife Program Technical Report No. 4, Office of Environmental Services, FGFWFC.

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Exhibit " C "
Page 1 of 2

SUBORDINATION OF MORTGAGE TO EASEMENT

This Subordination of Mortgage to Easement (the "Subordination") is executed as of _____, 199__, by Stephen B. Oveson ("Mortgagee")

BACKGROUND

Mortgagee is the owner and holder of the instruments and documents listed on Exhibit "A" attached hereto and those listed below (collectively, the "Mortgage Documents"), which Mortgage Documents encumber certain property (the "Mortgaged Property") located in Hillsborough County, Florida:

1. Assignment, Bill of Sale and Conveyance (the "Assignment") dated August 29, 1994, executed by Mellon Bank, N A. (the "Assignor") and recorded in Official Records Book 7662, at Page 519, of the Public Records of Hillsborough County, Florida; and

2. UCC-3 Statement of Change (the "UCC-3") recorded in Official Records Book 7663, at Page 1120, of the Public Records of Hillsborough County, Florida;

Mortgagee has been requested by Parkway Center, Inc. ("Mortgagor") to subordinate the lien and operation of the Mortgage Documents to that certain Conservation Easement (the "Conservation Easement") granted by Mortgagor to the Florida Game and Fresh Water Fish Commission, dated November 23, 1998, recorded in O.R. Book _____, page _____ of the public records of Hillsborough County, Florida, which Conservation Easement encumbers a portion of the Mortgaged Property.

SUBORDINATION

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged:

1. Mortgagee hereby represents that Mortgagee owns and holds the Mortgage Documents, and has not assigned or transferred them

2. Mortgagee hereby agrees that the lien and operation of the Mortgage Documents shall be subordinate to the Conservation Easement (but none other).

(SIGNATURE ON FOLLOWING PAGE)

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Exhibit " C "
Page 2 of 2

THIS SUBORDINATION IS EXECUTED as of the date specified above.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: Stephen B. Oveson

Address: _____

Name: _____

"MORTGAGEE"

STATE OF _____
COUNTY OF _____

~~OR EK 09385 PG 1618~~

The foregoing instrument was acknowledged before me this ____ day
of _____, 1998, by STEPHEN B. OVESON, who is personally known to
me or has produced _____ as
identification.

Notary Public

partway/subordin

**FFWCC GOPHER TORTOISE PRESERVE
COMPATIBILITY MANAGEMENT PLAN
FOR THE EAGLE PALMS PARCEL PHASE III**

Prepared for:

Mr. Richard Bowman
Avid Engineering, Inc
2300 Curlew Road, Suite 100
Palm Harbor, Florida 34683

Mr. Larry Morris
Hillsborough County P.G. M. D.
P.O. Box 1110
Tampa, Florida 33601

Mr. Bill Smith
Florida Fish and Wildlife Conservation Commission
c/o Terra Ceia Aquatic Preserve
P.O. Box 309
130 Terra Ceia Road
Terra Ceia, Florida 34250

and

Mr. John Schrecengost,
Hillsborough County Planning & Growth Management Department
601 E. Kennedy Blvd, 19th Floor
P.O. Box 1110
Tampa, Florida 33601-1110

Prepared by:

Meryman Environmental, Inc.
10408 Bloomingdale Avenue
Riverview, Florida 33569

July 14, 2005

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SITE NAME: Eagle Palms Phase III, f/k/a Oak Creek Phase III

SITE LOCATION: The Subject Site lies East of South Falkenburg Road and West of Interstate 75. The two (2) Folios are divided by Eagle Palm Drive (Figure 1).

LEGAL DESCRIPTION: According to the Hillsborough County Tax records, Phase III of the Eagle Palms Mixed Use Community lies within Folio No: 049097-0071 in Section 12, Township 30 S, and Range 19 E, and Folio No: 073988-0000 in Section 7, Township 30 S, and Range 30 E (Figure 2).

ACCESS POINTS: Per the Preliminary Plat, two (2) access points are planned via Eagle Palm Drive and one (1) access road is planned to be extended to connect Phase I to Phase III East, Parcel No. 0490970071 (Figure 3).

SITE HISTORY: The 49.31 ± Acres subject property has historically been used for agriculture and raising livestock. As early as 1966 and as late as 2004, aerials reflect man-made irrigation ditches, wetlands, and roadways constructed throughout the property. The FLUCCS Codes for the parcels include # 213 Woodland Pastures, # 421 Xeric Oak, # 414 Pine-Mesic Oak, # 6412 Freshwater Marsh Cattails, and # 630 Wetland Forested Mixed. Currently, there are no residences on-site. A 31.7 Acres FFWCC Gopher Tortoise Preserve created by Permit No. HIL 64 and Development Order Resolution Number R87-0334 is located to the south and east of the Phase III Parcels (Figure 4). A 2.70 Acre Tampa Electric Company (TECO) Easement borders the Development to the South.

SITE CONSERVATION AREA: The Proposed Phase III Site consists of 49.31 ± Acres. Of the total Acres, 6.16 Acres are assumed to be Wetlands. When the Wetlands are lessed out, a total of 43.15 ± Acres of Uplands remain. A Wetland Delineation was included under DRI Number 146 and the wetlands on-site were reviewed by Meryman Environmental, Inc. Per Hillsborough County's Environmental Protection Commission's Chapter 1-11, the Wetland/Upland interface line determination is based upon the Hydrophytic Overstory and Understory Vegetation, Wetland Hydrology and Hydric Soils. The marshes on-site are seasonal ponds with Sand Cord Grass, Goldenrod, Maidencane, and Blue Stem Grasses surrounded by Flatwoods.

Section 4.01.07 Environmentally Sensitive Areas (A) prohibits land alteration activities that destroy, reduce, impair, or adversely impact Wetlands or Natural Bodies of water. Furthermore Section 4.01.07 (B) of the Natural Resources Regulations requires a minimum setback of 30 ft around Wetland Conservation Areas. The Phase III Preliminary Plat proposes minimal impacts to the wetlands and no impervious impacts to the 30 foot Conservation Area.

DEVELOPMENT AREA: Per the Preliminary Plats of Eagle Palms Phase III East and West, the Development is proposed to include 153 townhomes (51 Triplex buildings) on the eastern parcel and 156 townhomes (52 Triplex buildings) on the western parcel. Each unit has a proposed 25 foot front setback, 20 foot rear, and 15 side setbacks. The Phase III Parcels lie within FEMA Flood Zone A and C.

TERRESTRIAL AREA
DESCRIPTION:

Eagle Palms Phase III is divided into two (2) folios. Phase III East, Folio No. 073988-0000, contains portions of five (5) wetland systems located along the Northern and Eastern Boundaries (Figure 1). Phase III West, Folio No. 049097-0071, contains a portion of one (1) marsh system located along the northwest boundary (Figure 2). These marsh systems are to be preserved according to the Preliminary Plat (Figure 3).

When the Subject Site is compared to the Hillsborough County's August 19, 1999 Approved Significant Wildlife Habitat Map, the on-site acreage was classified as Significant Wildlife Habitat. On December 3, 2004 and May 26, 2005, Meryman Environmental requested that no upland preservation be required due to field reviews and fact finding. The Parcels are vested under DRI Number 146 which precedes the adoption of a Hillsborough County Significant Wildlife Habitat Map and relieves the Eagle Palms Phase III of habitat restrictions due to having a current Significant Wildlife Habitat designation.

According to the SCS Soil Map units, the Parcels Upland area primarily falls with SCS # 29 Myakka Fine Sand and # 41 Pomello Fine Sand, with the remainder of the site falling within the Hydric Soil Unit, SCS # 5 Bassinger-Holopaw-Samsula, depressional (Figure 4).

The Upland Foliage (classified using the Florida Land Use Cover and Forms Classification System (FLUCCS: Florida Department of Transportation, 1985) includes the species types # 213 Woodland Pastures, # 421 Xeric Oak, # 414 Pine-Mesic Oak, #6412 Freshwater Marsh Cattails and # 630 Wetland Forest Mixed.

The Upland Species classified on-site were Sand Live Oak, Scrub Oak, Chapman Oak, Myrtle Oak, Live Oak, Long-leaf Pine, Slash Pine, Cabbage Palm, Saw Palmetto, Wax Myrtle, Fetterbush, Winged Sumac, Gallberry, Wire Grass and Gopher Apple.

COMPATIBILITY PLAN
OBJECTIVES AND
PROCEDURES:

The Compatibility Plan Deed Restrictions shall be referenced and recorded on each Property deed for each lot platted in the Subdivision. Each lot owner with a Platted ownership interest in any portion of the Subdivision must maintain the Wetland Conservation Areas and the 31.7 ± Acre FFWCC Gopher Tortoise Preserve in their respective natural states. No Invasive or Nuisance species of plants or trees may be planted within the Preserve or Conservation Area. Passive recreational uses such as picnic tables, pedestrian trails, or other uses that will not destroy the Wetland Conservation Areas or harm the Gopher Tortoises and habitat within the Preserve are permitted, however no permanent structures are permitted. Boarding, grazing, or storage of livestock within the Wetland Conservation Areas or Gopher Tortoise Preserve are not permissible due to possible injury to Gopher Tortoises caused by livestock and the long term adverse impacts that livestock may cause to any natural vegetation present. No impervious surfaces such as Concrete or Asphalt are permitted. Each lot owner with Platted ownership shall prevent the introduction of feral domestic animals such as dogs and cats and prevent unauthorized activities such as poaching, collecting, motorized vehicle use and nighttime access into the Wetland Conservation Areas and the FFWCC Gopher Tortoise Preserve.

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Near the Eagle Palm Phase III is the FFWCC Gopher Tortoise Preserve, which totals 31.7 ± Acres site located adjacent to Eagle Palms Phase III between Falkenburg Avenue and Interstate 75 in southern Hillsborough County. The inclusion of a Gopher Tortoise Preserve to Eagle Palms Phase III results from 566+ Gopher Tortoises being excavated from the three (3) sites in May, June and August in 1988 and an Incidental Take Permit (HIL 64) issued for 68.8 Acres of Tortoise Habitat. As result of the high density of Gopher Tortoises, Eagle Palm's Development Order was amended to include a Preserve for upland preservation of pine flatwoods and other native plant communities to ensure their natural function and listed species value (DO Condition IV.F.1).

An eagle's nest is located to the south of Eagle Palms Phase III. The nest is located approximately 1,700 feet from the Phase III development with a FFWCC established primary conservation zone set at a 400 foot radius and a secondary conservation zone set at a 750 foot radius from the nest which results in 40.6 Conservation Acres. Eagle Palms Phase III is located approximately 1,300 feet from the Primary Conservation Zone and 950 feet from the Secondary Conservation Zone. In addition to these two (2) conservation zones, a Flyway for extends 52.6 Acres southeast from the nest away from Phase III. These Eagle conservation areas do not connect to the Phase III Parcels and are isolated from both the TECO Easement and the FFWCC Gopher Tortoise Preserve (Figure 5).

There are thirteen (13) FFWCC Gopher Tortoise Preserve/Wetland Conservation Areas Compatibility issues of concern that will be addressed below. These items serve as the basis for Deed Restriction documentation for potential homeowners as well as Restrictive Covenants for the Final Plat to promote a healthy, proactive Wildlife/Urban Community Interface.

- 1) **Buffers Between Development and the FFWCC Gopher Tortoise Preserve:** Fences are proposed along the southern or eastern borders of the Phase III Development. Phase III West will have a 15 foot average buffer from the Preserve to the south. Phase III East plans reference a 20 foot average buffer from the south and 180 foot buffer from the east. Gopher Tortoises are proficient at digging tunnels and burrows, and should the gopher tortoises enter the Development, residents and visitors must not harm or kill the tortoises, or damage their burrows as the species is listed as a Species of Special Concern by the Florida Fish and Wildlife Conservation Commission (FFWCC) under Chapter 68A-27.002-004 F.A.C.
- 2) **Feral and Domestic Animal Releases:** Domestic animals such as cats, dogs or other common pets such as reptiles and birds will be kept within the owners lot and will not be allowed to roam loose in the Gopher Tortoise Preserve or Wetland Conservation Areas, either supervised by the owner or wandering alone.

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- 3) **Fire Lane Maintenance:** No disturbances are proposed within either the IECO Easement or Gopher Tortoise Preserve. No fire lane are proposed. Access to the Preserve will not be impeded by the residents. All residents will receive Ecological burn and maintenance education from D. R. Horton to promote a Fire Wise Community.
- 4) **Illegal Conservation Area Construction:** Construction of tree houses, forts, paintball fields, horseback, mountain bike, or off-road vehicle trails will be strictly prohibited within the FFWCC Gopher Tortoise Preserve and the Wetland Conservation Areas.
- 5) **Illegal Poaching and Collecting:** Poaching and/or collecting plants, animals, or artifacts in the FFWCC Gopher Tortoise Preserve and Wetland Conservation Areas will be restricted. This restriction includes, but is not limited to, hunting or hunting equipment, digging, trapping, or other collection devices. The locations and boundaries of the Gopher Tortoise Preserve will be posted with a kiosk to remind the residents of these restrictions.
- 6) **Illegal Preserve Access Points:** The proposed development shares both a southern and eastern border with the FFWCC Gopher Tortoise Preserve. The Developer is not proposing to install a fence along the border; however, should the Developer, FFWCC, or the Property Owner construct a wall or fence along the border between the development and the FFWCC Gopher Tortoise Preserve, lot owners may not breach the fence or wall, by drilling, cutting, or other means to gain access to the FFWCC Gopher Tortoise Preserve.
- 7) **Illegal Solid and Hazardous Waste Dumping:** With the development of the Subject Site, illegal dumping or disposal of solid or hazardous materials near the FFWCC Gopher Tortoise Preserve and Wetland Conservation Areas is prohibited. During the construction phase, contractors must control all trash on-site. No trash or construction debris will be allowed to be stored, dumped or inadvertently carried by animals or wind into the FFWCC Gopher Tortoise Preserve or Wetland Conservation Areas.
- 8) **Invasive Nuisance or Exotic Vegetation Control:** This issue is a concern along the boundaries shared by the Proposed Development and the Gopher Tortoise Preserve as well as the Proposed Development and the Wetland Conservation Areas. As a result of the development of the parcels, most current exotic and nuisance vegetation will be eliminated. The 30 ft wetland buffer will also aid in seed control. A copy of Hillsborough County's Non-native and Nuisance Plant List is listed below for the developer to hand out to the homeowners. Educating the landowners is the best means to prevent introduction and promote the removal of Nuisance Vegetation. The following list of Invasive, Nuisance, or Exotic Species are not to be propagated or dumped in either the Wetland Conservation Areas or Gopher Tortoise Preserve.

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Prohibited Invasive, Nuisance and Exotic Species List

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<u>Scientific Name</u>	<u>Common Name</u>
<i>Abrus precatorius</i>	rosary pea
<i>Ardisia crenata</i>	coral ardisia
<i>Asparagus densiflorus</i>	asparagus-fern
<i>Broussonetia papyrifera</i>	paper mulberry
<i>Casuarina cunninghamiana</i>	basswood Australian pine
<i>Casuarina equisetifolia</i>	Australian Pine
<i>Casuarina glauca</i>	suckering Australian pine
<i>Cestrum diurnum</i>	day jessamine
<i>Cinnamomum camphora</i>	camphor-tree
<i>Colocasia esculenta</i>	wild taro
<i>Cupaniopsis anacardioides</i>	carrot wood
<i>Cyperus involucratus</i>	umbrella plant
<i>Cyperus prolifer</i>	dwarf papyrus
<i>Dalbergia sissoo</i>	Indian rosewood
<i>Dioscordea bulbifera</i>	air-potato
<i>Eichhornia crassipes</i>	water-hyacinth
<i>Eugenia uniflora</i>	Surinam cherry
<i>Hydrilla verticillata</i>	hydrilla
<i>Imperata cylindrica</i>	cogon grass
<i>Ipomoea aquatica</i>	water spinach
<i>Koeleria elegans</i>	flamegold tree
<i>Lantana camara</i>	lead tree
<i>Leucaena leucocephala</i>	Chinese privet, hedge privet
<i>Ligustrum sinense</i>	lantana, shrub verbena
<i>Lonicera japonica</i>	Japanese honeysuckle
<i>Lygodium japonicum</i>	Japanese climbing fern
<i>Lygodium microphyllum</i>	Old world climbing fern
<i>Macfadyena unguis-cati</i>	cat's claw vine
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark
<i>Melia azedarach</i>	Chinaberry
<i>Nephrolepis cordifolia</i>	sword fern
<i>Nephrolepis multiflora</i>	Asian sword fern
<i>Paederia foetida</i>	skunk vine
<i>Panicum repens</i>	torpedo grass
<i>Pennisetum purpureum</i>	Napier grass
<i>Phyllostachys aurea</i>	golden bamboo
<i>Pistia stratiotes</i>	water lettuce
<i>Psidium cattleianum</i>	strawberry guava
<i>Psidium guajava</i>	guava
<i>Pueraria montana</i>	kudzu
<i>Rhodomyrtus tomentosa</i>	downy rose myrtle
<i>Ricinus communis</i>	castor bean
<i>Ruellia brittoniana</i>	Mexican petunia

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Schinus terebinthifolius
Solanum diphyllum
Solanum torvum
Solanum viarum
Syngonium podophyllum
Wedelia trilobata
Xanthosoma sagittifolium

Brazilian pepper
twinleaf nightshade
turkey berry
tropical soda apple
arrowhead vine
wedelia
elephant ear

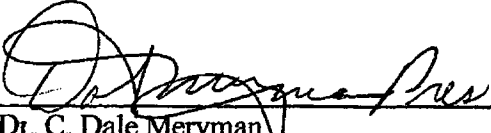
- 9) **Pool and Gate Construction:** Two (2) gates are proposed for Eagle Palms Phase III. Both gates coordinate vehicular access into the community from Eagle Palm Drive into the Community. One gate is included in Phase III East and one is included in Phase III West (Figure 3). One pool is planned to be constructed in the north portion of Phase III West next to Eagle Palm Drive. The proposed pool is connected to the main sanitary sewer system and is separated from the nearest wetland by approximately 120 feet and an internal road.
- 10) **Prescribed/Permitted Burns:** One tool often used by the FFWCC and other Agencies is Prescribed Ecological Burns for the maintenance of Natural Plant Communities and is used as a tool to perpetuate habitat for Federal and State Listed Species such as Gopher Tortoises. Controlled Burns are normally conducted in the early growing season (May-June) and should be acceptable to the Development Home Owner's Association. Due to the site's close proximity to Interstate 75, public schools, and numerous residential properties, prescribed/permitted burns will be difficult to perform safely. If a burn is scheduled, the Homeowners Association will be the single point of contact to disseminate any agency notifications to the residents regarding any scheduled burns. It is possible that smoke may impact the residents during and after a prescribed/permitted burn; however, the Agency conducting the prescribed/permitted burn should work with the Developments Home Owner's Association to minimize any negative impacts to the community. D.R. Horton Homes will also distribute educational materials concerning the benefits of these burns in order to promote a Fire Wise Community.
- 11) **FFWCC Gopher Tortoise Preserve Use by Developers and Residents:** The residents of the Eagle Palms Development as well as the General Public will not have foot access or use privileges to the Gopher Tortoise Preserve or the Wetland Conservation Areas due to the potential damage to the habitat.

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- 12) **Safety and Security Concerns:** The Development will include Site Specific Objectives and Restrictions within their Deed Restriction, and Conservation Area Compatibility Plan in conjunction with the FFWCC's Management Plan to prevent and control poaching, the release of feral animals, prevention of vandalism and restriction of illegal dumping, and off-road vehicle traffic within the FFWCC Gopher Tortoise Preserve. The risk for dumping and vandalism should decrease as the Development becomes occupied and more residents are monitoring their neighborhoods and roads.
- 13) **Surface Water Management System:** No perimeter ditches will be constructed or extend outside the development and no proposed impacts to the preserved Wetlands or the Gopher Tortoise Preserve are planned, hence, no water quality or quantity issues nor erosion of the preserved Wetlands or Preserve Area are expected. Stormwater and Flood Plain concerns will be addressed in the S.W.F.W.M.D.'s Environmental Resource Permit.

Based on the notarized signature page attached and written acceptance by Hillsborough County, the Compatibility Plan will be adopted by both parties.

This management plan will be recorded in the Public Records along with other restrictive covenants (Deed Restrictions) upon Final Plat Approval and recording.


Dr. C. Dale Meryman
Chairman and President
The Meryman Companies


Melissa L. Bennett
Wildlife Ecologist

THIS IS NOT A
SIGNED AND WITNESSED THIS _____ DAY OF _____, 2005.
CERTIFIED COPY

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2005.
By _____ who is personally known to me or has produced
_____ as identification.

Notary Signature: _____

SEAL

Printed Notary Name: _____

Commission Expires: _____

Prepared by and return to:
Dwight I. Cool, Esquire
ZIMMERMAN, KISER & SUTCLIFFE, P.A.
315 EAST ROBINSON STREET, SUITE 600
ORLANDO, FL 32801
8621-24

INSTR # 2006272583

O BK 16559 PG 1237

Pgs 1237 - 1239; (3pgs)

RECORDED 06/06/2006 01:18:06 PM

PAT FRANK, CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK S Edson

**SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION ("Supplemental Declaration") is made and entered into this 31st day of May, 2006, by D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as "Declarant," having a mailing address of 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, in Official Records Book 16310, Page 1760, Public Records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Article II, Section 2 of the Declaration permits Declarant to annex additional property into the subdivision so long as Declarant is a Class B member of the Association; and

WHEREAS, Declarant is a Class B member of the Association, and desires to annex the additional property described in Exhibit "A" attached hereto into the subdivision for the purpose of annexing such additional property to the scheme of the Declaration and extending the jurisdiction of the Association to such additional property.

NOW THEREFORE, Declarant hereby declares that the property described in Exhibit "A" attached hereto is and shall be conveyed, transferred, and occupied subject to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, recorded in Official Records Book 16310, Page 1760, Public Records of Hillsborough County, Florida. Said Declaration of Covenants and Restrictions, as amended and supplemented, shall run with the land.

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CERTIFIED COPY

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal as of the date first appearing above.

WITNESSES:

D.R. HORTON, INC., Delaware corporation

Régina M. Colston

Printed Name: Régina M. Colston

Heather Smith

Printed Name: Heather Smith

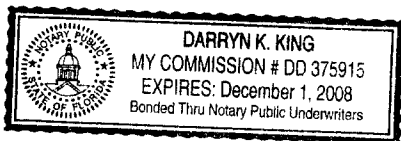
By: Thomas F. Hill, Jr.
Thomas F. Hill, Jr., Division President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 31st day of May, 2006, by Thomas F. Hill, Jr., as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Darryn K. King
Notary Signature



THIS IS NOT A EXHIBIT "A" LEGAL DESCRIPTION CERTIFIED COPY

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 30 SOUTH, RANGE 19 EAST, AND IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 7-30-20; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SAID SECTION 7, NORTH 89°19'12" EAST, A DISTANCE OF 1080.31 FEET TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD 93-A); THENCE ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, SOUTH 03°11'51" EAST, A DISTANCE OF 1135.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE SOUTH 03°11'51" EAST, A DISTANCE OF 1,322.77 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE SOUTH 86°48'09" WEST, A DISTANCE OF 357.40 FEET; THENCE NORTH 68°54'04" WEST, A DISTANCE OF 523.75 FEET; THENCE SOUTH 81°36'54" WEST, A DISTANCE OF 394.04 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 3°00'00" AND A CHORD DISTANCE OF 54.19 FEET WHICH BEARS NORTH 09°53'06" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.19 FEET; THENCE NORTH 11°23'06" WEST, A DISTANCE OF 704.71 FEET; THENCE NORTH 30°37'48" EAST, A DISTANCE OF 100.41 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 76°13'21" AND A CHORD DISTANCE OF 37.03 FEET WHICH BEARS NORTH 68°44'28" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.91 FEET; THENCE SOUTH 73°08'51" EAST, A DISTANCE OF 87.55 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 10°17'58" AND A CHORD DISTANCE OF 5.39 FEET WHICH BEARS SOUTH 67°59'52" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 5.39 FEET; THENCE NORTH 50°02'45" EAST, A DISTANCE OF 267.38 FEET; THENCE NORTH 71°36'54" EAST, A DISTANCE OF 333.65 FEET; THENCE NORTH 86°48'09" EAST, A DISTANCE OF 394.11 FEET; THENCE SOUTH 67°29'35" EAST, A DISTANCE OF 139.11 FEET; THENCE NORTH 03°11'51" WEST, A DISTANCE OF 141.88 FEET; THENCE NORTH 86°48'09" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.65 ACRES (1,378,493 SQUARE FEET), MORE OR LESS.

THIS IS NOT A
CERTIFIED COPY

Prepared by and return to:
Dwight I. Cool, Esquire
ZIMMERMAN, KISER & SUTCLIFFE, P.A.
315 EAST ROBINSON STREET, SUITE 600
ORLANDO, FL 32801
8621-24

**SECOND SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION ("Supplemental Declaration") is made and entered into this 25th day of January, 2007, by D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as "Declarant," having a mailing address of 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, in Official Records Book 16310, Page 1760, Public Records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Article II, Section 2 of the Declaration permits Declarant to annex additional property into the subdivision so long as Declarant is a Class B member of the Association; and

WHEREAS, Declarant is a Class B member of the Association, and desires to annex the additional property described in Exhibit "A" attached hereto into the subdivision for the purpose of annexing such additional property to the scheme of the Declaration and extending the jurisdiction of the Association to such additional property.

NOW THEREFORE, Declarant hereby declares that the property described in Exhibit "A" attached hereto is and shall be conveyed, transferred, and occupied subject to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, recorded in Official Records Book 16310, Page 1760, Public Records of Hillsborough County, Florida. Said Declaration of Covenants and Restrictions, as amended and supplemented, shall run with the land.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal as of the date first appearing above.

WITNESSES:

D.R. HORTON, INC., Delaware corporation

[Signature]
Printed Name: Anne Mize

By: [Signature]
Thomas F. Hill, Jr., Division President

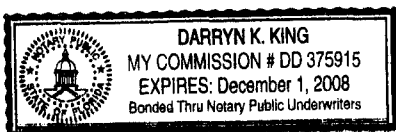
[Signature]
Printed Name: Colleen Burnett

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25th day of January, 2007, by Thomas F. Hill, Jr., as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is [☒] personally known to me or [☐] has produced _____ as identification.

(SEAL)

[Signature]
Notary Signature



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EXHIBIT "A"

LEGAL DESCRIPTION

PARKWAY BUSINESS CENTER AT OAK CREEK PARCEL O

A parcel of land lying in Sections 12 and 13, Township 30 South, Range 19 East, and Sections 7 and 18, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest Quarter of Section 7, Township 30 South, Range 20 East; run thence along the North boundary of the South Half of said Section 7, North 89 degrees 19 minutes 12 seconds East, 1080.31 feet to a point on the Westerly limited access right of way line of Interstate Highway No. 75 (State Road No. 93-A); thence along said Westerly limited access right of way line, South 03 degrees 11 minutes 51 seconds East, 2458.43 feet to the POINT OF BEGINNING; thence continue along said Westerly limited access right of way line, South 03 degrees 11 minutes 51 seconds East, 1359.77 feet to a point on the Northerly boundary of a Tampa Electric Company Easement as recorded in Deed Book 1795, Page 116, of the Public Records of Hillsborough County, Florida; thence along said Tampa Electric Company Easement North 55 degrees 09 minutes 35 seconds West, 1665.66 feet to a point on a curve; thence Northeasterly, 525.87 feet along a curve to the left, having a radius of 1035.00 feet and a central angle of 29 degrees 06 minutes 41 seconds (chord bearing North 06 degrees 10 minutes 14 seconds East, 520.23 feet); thence North 81 degrees 36 minutes 54 seconds East, 394.04 feet; thence South 68 degrees 54 minutes 04 seconds East, 523.75 feet; thence North 86 degrees 48 minutes 09 seconds East, 357.40 feet to the POINT OF BEGINNING.

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This instrument prepared by
and return to:
Dwight I. Cool, Esquire
Zimmerman, Kiser & Sutcliffe, P.A.
Post Office Box 3000
Orlando, Florida 32802-3000
Our File No. 8621-024

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS FIRST AMENDMENT to Declaration of Covenants and Restrictions for Eagle Palms Subdivision is made and entered into this the 21st day of February, 2007, by D.R. Horton, Inc., a Delaware corporation, hereinafter referred to as "Declarant," 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision in O.R. Book 16310, Page 1760, Public Records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Declarant is the holder of more than seventy five percent (75%) of the votes entitled to be cast by members of the Association; and

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Article I, Section 13 of the Declaration is hereby deleted in its entirety, and the following is hereby substituted therefor:

Section 13. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality of discharges from the system, as permitted pursuant to chapters 40D-4, 40D-40, or 40D-400, Florida Administrative Code. The Surface

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Water or Stormwater Management System constitutes common property
owned and maintained by the Association.

2. Except as specifically modified herein, the Declaration shall remain in full force
and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set
its hand and seal as of the date first appearing above.

WITNESSES:

D.R. HORTON, INC.,
a Delaware corporation

Anne Mize
Printed Name: Anne Mize

By: *Thomas F. Hill, Jr.*
Thomas F. Hill, Jr., Division President

Steven J. Merx
Printed Name: STEVEN J. MERX

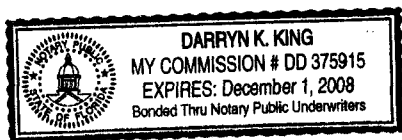
Address:
14055 Riveredge Drive, Suite 200
Orlando, Florida 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of
February, 2007 by Thomas F. Hill, Jr. as Division President of D.R. HORTON, INC., a
Delaware corporation, on behalf of the corporation, who is ☒ personally known to me, or ☐
has produced _____ as identification.

(SEAL)

Darryn K. King
Notary Public, State of Florida
Printed Name: Darryn K. King
My Commission expires: 12/1/2008



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Prepared by and return to:
Dwight L. Cool, Esquire
ZIMMERMAN, KISER & SUTCLIFFE, P.A.
315 EAST ROBINSON STREET, SUITE 600
ORLANDO, FL 32801
8621-24

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION is made and entered into this 22nd day of March, 2007, by D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as "Declarant," having a mailing address of 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, in Official Records Book 16310, Page 1760, Public Records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Article II, Section 2 of the Declaration permits Declarant to annex additional property into the subdivision so long as Declarant is a Class B member of the Association; and

WHEREAS, Declarant is a Class B member of the Association, and desires to annex the additional property described in Exhibit "A" attached hereto into the subdivision for the purpose of annexing such additional property to the scheme of the Declaration and extending the jurisdiction of the Association to such additional property; and

WHEREAS, Declarant desires to amend and restate that certain Supplemental Declaration of Covenants and Restrictions for Eagle Palms Subdivision, recorded in Official Records Book 16559, Page 1237, Public Records of Hillsborough County, Florida (the "Supplemental Declaration"), which document contains an incorrect legal description for the property being annexed.

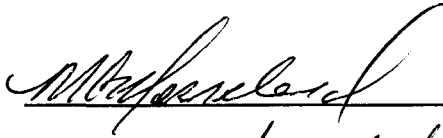
NOW THEREFORE, Declarant hereby amends and restates the Supplemental Declaration as follows: Declarant hereby declares that the property described in Exhibit "A" attached hereto is and shall be conveyed, transferred, and occupied subject to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, recorded in Official Records Book 16310, Page 1760, Public Records of Hillsborough County, Florida. Said Declaration of Covenants and Restrictions, as amended and supplemented, shall run with the land.

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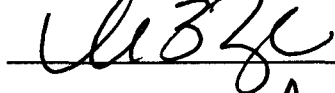
CERTIFIED COPY

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal as of the date first appearing above.

WITNESSES:

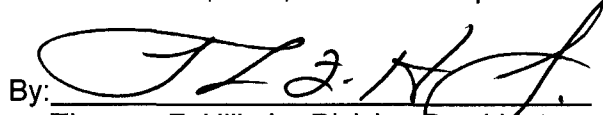


Printed Name: Mary G. Howlands



Printed Name: Anne Mize

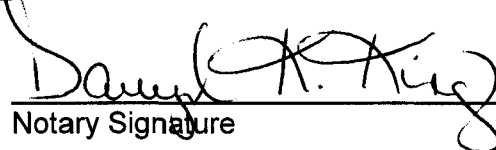
D.R. HORTON, INC., Delaware corporation

By: 
Thomas F. Hill, Jr., Division President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of March, 2007, by Thomas F. Hill, Jr., as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is [☒] personally known to me or [☐] has produced _____ as identification.

(SEAL)


Notary Signature



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EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 30 SOUTH, RANGE 19 EAST, AND IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 7-30-20; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SAID SECTION 7, NORTH 89°32'34" EAST, A DISTANCE OF 1080.31 FEET TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 75 (STATE ROAD 93-A); THENCE ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, SOUTH 02°58'29" EAST, A DISTANCE OF 1135.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE SOUTH 02°58'29" EAST, A DISTANCE OF 1,322.77 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE SOUTH 87°01'31" WEST, A DISTANCE OF 357.40 FEET; THENCE NORTH 68°40'42" WEST, A DISTANCE OF 523.75 FEET; THENCE SOUTH 81°50'16" WEST, A DISTANCE OF 394.04 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 3°00'00" AND A CHORD DISTANCE OF 54.19 FEET WHICH BEARS NORTH 09°39'43" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.19 FEET; THENCE NORTH 11°09'44" WEST, A DISTANCE OF 704.71 FEET; THENCE NORTH 30°51'09" EAST, A DISTANCE OF 100.41 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 76°13'21" AND A CHORD DISTANCE OF 37.03 FEET WHICH BEARS NORTH 68°57'50" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.91 FEET; THENCE SOUTH 72°55'30" EAST, A DISTANCE OF 87.55 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 10°17'58" AND A CHORD DISTANCE OF 5.39 FEET WHICH BEARS SOUTH 67°46'30" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 5.39 FEET; THENCE NORTH 50°16'07" EAST, A DISTANCE OF 267.38 FEET; THENCE NORTH 71°50'16" EAST, A DISTANCE OF 333.65 FEET; THENCE NORTH 87°01'31" EAST, A DISTANCE OF 394.11 FEET; THENCE SOUTH 67°16'14" EAST, A DISTANCE OF 139.06 FEET; THENCE NORTH 02°58'28" WEST, A DISTANCE OF 141.88 FEET; THENCE NORTH 87°01'31" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.65 ACRES (1,378,493 SQUARE FEET), MORE OR LESS.

THIS IS NOT A
CERTIFIED COPY

This instrument prepared by
and return to:
Dwight I. Cool, Esquire
Zimmerman, Kiser & Sutcliffe, P.A.
Post Office Box 3000
Orlando, Florida 32802-3000
Our File No. 8621-024

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS SECOND AMENDMENT to Declaration of Covenants and Restrictions for Eagle Palms Subdivision is made and entered into this the 12th day of June, 2007, by D.R. Horton, Inc., a Delaware corporation, hereinafter referred to as "Declarant," 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision in O.R. Book 16310, Page 1760, Public Records of Hillsborough County, Florida, as amended by First Amendment thereto recorded in O.R. Book 17509, Page 441, Public Records of Hillsborough County, Florida (collectively, the "Declaration"); and

WHEREAS, Declarant is the holder of more than seventy five percent (75%) of the votes entitled to be cast by members of the Association; and

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Article III, Section 10 of the Declaration (entitled "Access and Garage Easement") is hereby deleted in its entirety, and the following is hereby substituted therefor:

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Section 10. Access and Garage Easements. Access for ingress and egress to and from those Lots designated on the typical drawing attached hereto as Exhibit "D" by the letters "B" and "C" is provided by a driveway and pedestrian access over and across Common Property owned by the Association, and garage easements over and across a portion of the adjoining consecutively numbered lot, and designated by the letter "A" ("Lot A"). The purposes of the driveway, pedestrian access, and garage easements shall be to provide those lots designated by the letters "B" and "C," each with its own garage which shall be constructed on the ground level of Lot A, connected by a driveway to and from the street which is Common Property, adjoining Lot A, and to and from its main entry. The diagram attached as Exhibit "D" hereto is a typical representation of the driveway and pedestrian access easements over and across the Common Property, and garage easements upon Lot A. The garage easement for Lot B garage is shown as "B-G" on Exhibit "D." The garage easement for Lot C garage is shown as "C-G" on Exhibit "D." The respective driveway, pedestrian access and garage easements for Lot B and Lot C shall be limited to those portions of Lot A and the Common Property upon which a garage, driveway, and sidewalks are initially constructed to serve each of those lots designated by the letters "B" and "C." The garage easements shall extend to the interior surfaces of the walls and ceilings for purposes of affixing shelves, cabinets, and garage door openers. The easements shall not apply to the garage constructed on Lot A for the benefit of Lot A, and the owners thereof, or to any other portion of the Lot A dwelling unit constructed thereon, including, but not limited to, any portion of the Lot A dwelling unit constructed as a second story unit over and above the driveway, the Lot B garage and Lot C garage.

The easements described herein shall be exclusive easements for the benefit of Lots B and C, respectively, of each Cluster Building, shall run with the land, and shall be irrevocable.

2. Exhibit "D" of the Declaration is hereby deleted in its entirety and the attached Exhibit "D" is hereby substituted therefor.

3. Except as specifically modified herein, the Declaration shall remain in full force and effect.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

D.R. HORTON, INC.,
a Delaware corporation

Anne Mize
Printed Name: Anne Mize

By: *Thomas F. Hill, Jr.*
Thomas F. Hill, Jr., Division President

Heather Smith
Printed Name: Heather Smith

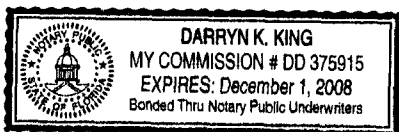
Address:
14055 Riveredge Drive, Suite 200
Orlando, Florida 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of June, 2007 by Thomas F. Hill, Jr. as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is ☒ personally known to me, or ☐ has produced _____ as identification.

(SEAL)

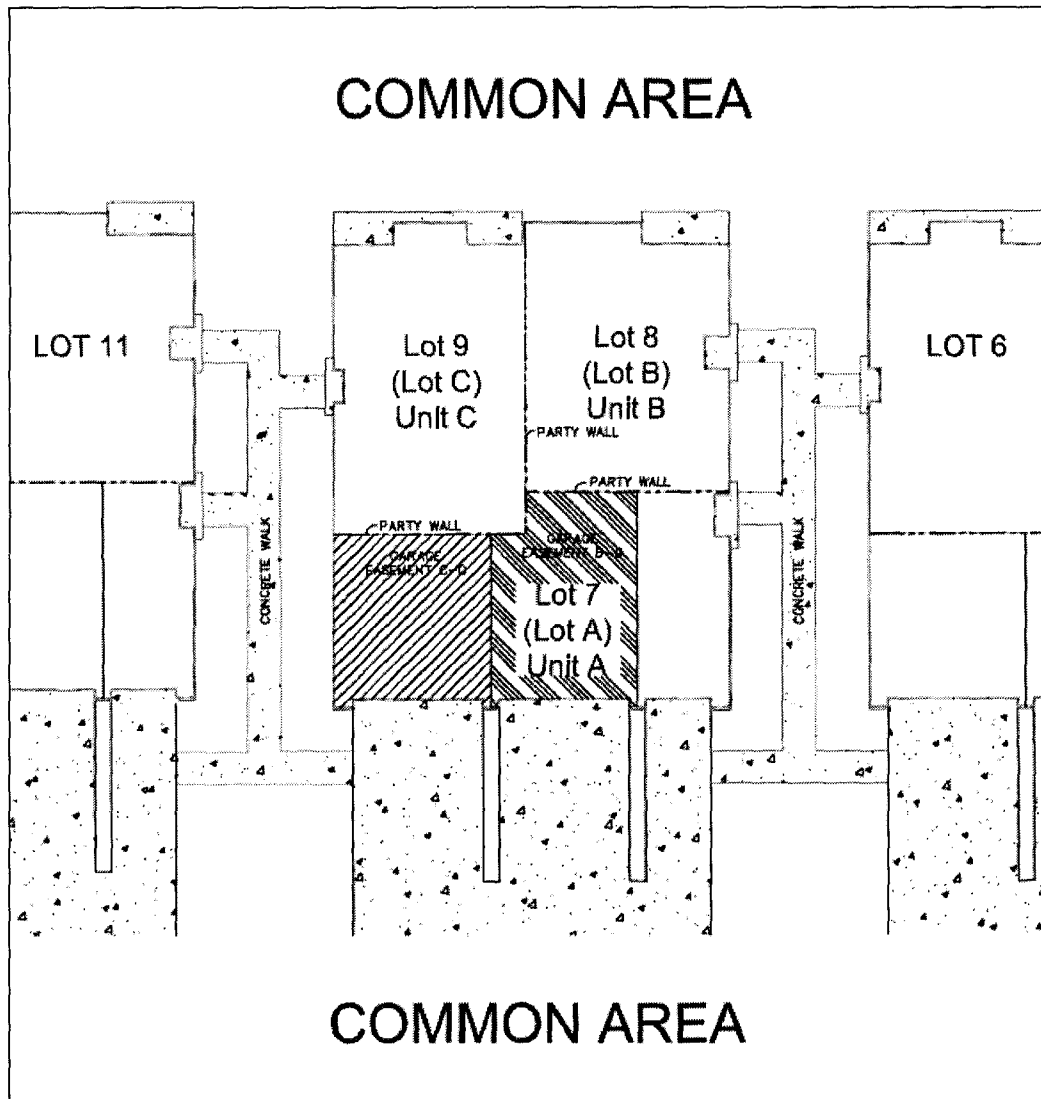
Darryn K. King
Notary Public, State of Florida
Printed Name: Darryn K. King
My Commission expires: 12/1/2008



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EXHIBIT "D"

ACCESS AND GARAGE EASEMENTS



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This instrument prepared by
and return to:
Dwight I. Cool, Esquire
Zimmerman, Kiser & Sutcliffe, P.A.
Post Office Box 3000
Orlando, Florida 32802-3000
Our File No. 8621-024

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS THIRD AMENDMENT to Declaration of Covenants and Restrictions for Eagle Palms Subdivision is made and entered into this the 16th day of November, 2007, by D.R. Horton, Inc., a Delaware corporation, hereinafter referred to as "Declarant," 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision in O.R. Book 16310, Page 1760, Public Records of Hillsborough County, Florida, as amended by First Amendment thereto recorded in O.R. Book 17509, Page 441, Public Records of Hillsborough County, Florida, and Second Amendment thereto recorded in O.R. Book 17851, Page 131 Public Records of Hillsborough County, Florida (collectively, the "Declaration"); and

WHEREAS, Declarant is the holder of more than seventy five percent (75%) of the votes entitled to be cast by members of the Association; and

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Article IX, Section 38 is hereby added to the Declaration as follows:

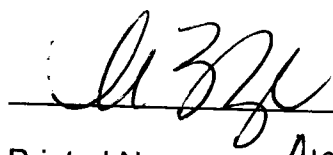
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Section 38. Basketball Goals. No permanent or non-portable basketball goals may be erected or placed on any Lot or the Common Property; however, portable basketball goals are permitted, provided that the basketball goal shall be removed and stored out of public view and indoors (including in the garage) when not in use.

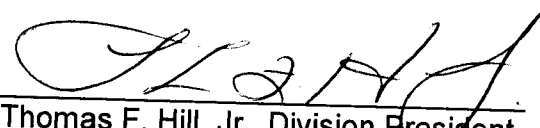
2. Except as specifically modified herein, the Declaration shall remain in full force and effect.

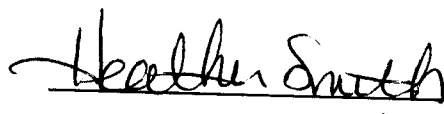
IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:


Printed Name: Anne Mize

D.R. HORTON, INC.,
a Delaware corporation

By: 
Thomas F. Hill, Jr., Division President


Printed Name: Heather Smith

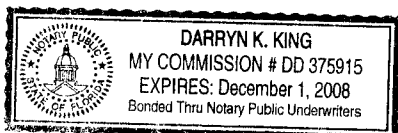
Address:
14055 Riveredge Drive, Suite 200
Tampa, Florida 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of November, 2007, by Thomas F. Hill, Jr. as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is ☒ personally known to me, or ☐ has produced _____ as identification.

(SEAL)


Notary Public, State of Florida
Printed Name: Darryn K. King
My Commission expires: 12/1/2008



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This instrument prepared by
and after recording return to:
Stephen C. Chumbris, Esq.
Trenam, Kemker, Scharf, Barkin,
Frye, O'Neill & Mullis, P.A.
200 Central Avenue, Suite 1600
St. Petersburg, Florida 33701

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS FOURTH AMENDMENT to Declaration of Covenants and Restrictions for Eagle Palms Subdivision ("**Fourth Amendment**") is made and entered into this the 28th day of August, 2008, by **D.R. HORTON, INC.**, a Delaware corporation, hereinafter referred to as "**Declarant**," 14055 Riveredge Drive, Suite 200, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision in O.R. Book 16310, Page 1760, Public Records of Hillsborough County, Florida, as amended by First Amendment thereto recorded in O.R. Book 17509, Page 441, Public Records of Hillsborough County, Florida, Second Amendment thereto recorded in O.R. Book 17851, Page 131, Public Records of Hillsborough County, Florida, and the Third Amendment thereto recorded in O.R. Book 18267, Page 1952, Public Records of Hillsborough County, Florida (collectively the "**Declaration**"); and,

WHEREAS, Declarant has the right to amend the Declaration, pursuant to the provisions of Article XIV, Section 5 of the Declaration, for so long as ninety percent (90%) of the lots have not been conveyed to purchasers other than Declarant; and,

WHEREAS, Declarant desires to amend the Declaration and intends to record this Fourth Amendment to evidence such amendment on the terms set forth herein;

NOW, THEREFORE, Declarant hereby declares as follows:

1. *Amend Article I (Definitions) of the Declaration as follows:*

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a. *Add the following at the end of Section 7:* The word Lot shall also include all lots that may be platted from time to time by Declarant (or any successor to Declarant) on any lands annexed to the Subdivision pursuant to the Article II of this Declaration, unless the contrary is clearly expressed by Declarant (or any successor to Declarant) in an amendment to this Declaration or in the supplement to this Declaration adding such annexed lands to the Subdivision.

b. *Add the following at the end of Section 12:* The word Plat shall also include any subdivision plat that may be recorded from time to time on any lands annexed to the Subdivision pursuant to Article II of this Declaration, unless the contrary is clearly expressed by Declarant (or any successor to Declarant) in an amendment to this Declaration or in the supplement to this Declaration adding such annexed lands to the Subdivision.

c. *Add the following at the end of Section 14:* The word Subdivision shall include all Lots that may be platted by Developer from time to time in any Plat recorded on lands annexed to the Subdivision pursuant to Article II of this Declaration, unless the contrary is clearly expressed by Declarant (or any successor to Declarant) in an amendment to this Declaration or in the supplement to this Declaration adding such annexed lands to the Subdivision.

2. *Amend Article II (Property Subject to this Declaration) of the Declaration as follows:*

a. *Add the following at the end of Section 2:* All additional property annexed to the Subdivision by Declarant may be platted by Declarant, either before or after such annexation, into such number of Lots, configuration and dimensions of Lots and Common Areas, and other physical features as Declarant may deem necessary or desirable, in Declarant's sole and absolute discretion and without the consent or approval of Association, any Lot owner, or any Lot owner's mortgagee (other than the mortgagee of the annexed property). Additionally, Declarant shall have the right, in its sole and absolute discretion, until such time as ninety percent (90%) of the Lots have been sold (including any Lots created by the plats of any property added to the

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(Subdivision), to withdraw, from time to time, portions of the Subdivision owned by it from the terms and effect of this Declaration, without the consent or joinder of any party, including without limitation lands previously annexed by Declarant to the Subdivision. The withdrawal of property from the Subdivision shall be made and evidenced by filing in the Public Records of Hillsborough County, Florida, a supplementary declaration executed by Declarant with respect to the lands to be withdrawn.

3. *Add a new Article XVIII to the Declaration to read as follows:*

ARTICLE XVIII – LEASES

In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Subdivision, the leasing of a Lot by any Owner other than the Declarant shall be subject to the following provisions:

Section 1. Limitation on Leasing. A Lot shall not be leased for a period of time of less than one year, nor to more than one family pursuant to a single lease. For purposes of this Section a family is defined as persons related by blood, marriage or adoption, including a ward of foster child who reside together. The Association shall have the right to require that a uniform form of lease be used by all Owners. All lessees shall be fully bound by all of the terms and conditions of this Declaration and any rules and regulations issued by the Association.

Section 2. Lease Approval. A Lot shall not be leased without the prior written approval by the Association, which approval shall not be unreasonably withheld. Any assignment or sublease of a lease shall also require prior written approval by the Association, which approval shall not be unreasonably withheld. The approval of any lease shall not release the Owner from any obligations under this Declaration or any rules and regulations issued by the Association.

Section 3. Unauthorized Lease Void. Any lease, assignment of lease or sublease not authorized pursuant to this Article shall be void, unless subsequently approved by the Association.

Section 4. Association Held Harmless. The Association and its agents or employees shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation of any such person. The Association and its agents or employees shall not be required to specify any reason for disapproval of any proposed lessee.

Section 5. Application Fee. The Association may charge a reasonable fee for the review of any application for a lease, in any amount with may be established from time to time by the Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of

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any existing lease to the same lessee.

Section 6. Enforcement of Declaration. All rights granted to the Association by the Declaration and any rules and regulations enacted by the Association shall be enforceable against the Owner and any lessee from the Owner, jointly and severally, in the manner set forth in the Declaration and any rules and regulations enacted by the Association. In order for a lease to be approved by the Association, the lease shall provide that the lessee shall be in default under the lease in the event that the Association issues a fine or penalty against the Owner or lessee under Article XIII, Section 3, of the Declaration following the procedures set forth therein. In the event of such a default, the Owner shall, in addition to paying any fine levied by the Association under Article XIII, Section 3, immediately undertake the eviction the lessee from the Lot.

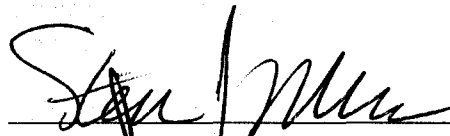
Section 7. Limitations on this Article. The provisions of this Article shall not apply to any lease of a Lot by:

- (a) the Declarant; or
- (b) a Mortgagee, and/or its assignee or nominee, that acquires title to the Lot as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor or through foreclosure proceedings.

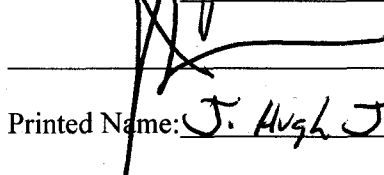
4. Except as specifically modified herein, the Declaration shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

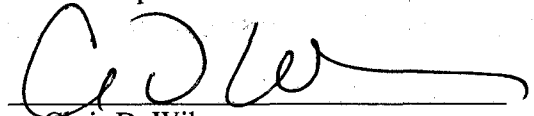


Printed Name: STEVEN J. MERY



Printed Name: J. Hugh Joyner

D.R. HORTON, INC.,
a Delaware corporation

By: 

Name: Chris D. Wilson
Title: Vice President

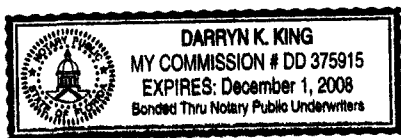
Address:
14055 Riveredge Drive, Suite 200
Tampa, Florida 33637

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of August, 2008,
by Chris D. Wilson, as Vice President of D.R. HORTON,
INC., a Delaware corporation, on behalf of the corporation, who is ☒ personally known to me, or ☐
has produced _____ as identification.

(SEAL)



Darryn K. King
Notary Public, State of Florida
Printed Name: Darryn K. King
My Commission expires: 12/1/2008

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This instrument prepared by
and after recording return to:
Stephen C. Chumbris, Esq.
Trenam, Kemker, Scharf, Barkin,
Frye, O'Neill & Mullis, P.A.
200 Central Avenue, Suite 1600
St. Petersburg, Florida 33701

**FIFTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS FIFTH AMENDMENT to Declaration of Covenants and Restrictions for Eagle Palms Subdivision ("**Fifth Amendment**") is made and entered into this the 24th day of August, 2010, by **D.R. HORTON, INC.**, a Delaware corporation, hereinafter referred to as "**Declarant**," 14055 Riveredge Drive, Suite 150, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision in O.R. Book 16310, Page 1760, Public Records of Hillsborough County, Florida, as amended by First Amendment thereto recorded in O.R. Book 17509, Page 441, Public Records of Hillsborough County, Florida, Second Amendment thereto recorded in O.R. Book 17851, Page 131, Public Records of Hillsborough County, Florida, Third Amendment thereto recorded in O.R. Book 18267, Page 1952, Public Records of Hillsborough County, Florida and the Fourth Amendment thereto recorded in O.R. Book 18849, Page 1019, Public Records of Hillsborough County, Florida (collectively the "**Declaration**"); and,

WHEREAS, Declarant has the right to amend the Declaration, pursuant to the provisions of Article XIV, Section 5 of the Declaration, for so long as ninety percent (90%) of the lots have not been conveyed to purchasers other than Declarant; and,

WHEREAS, Declarant desires to amend the Declaration and intends to record this Fifth Amendment to evidence such amendment on the terms set forth herein;

NOW, THEREFORE, Declarant hereby declares as follows:

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1. Article V, Section 1, is hereby amended to read as follows. Words ~~stricken~~ are deletions and words underlined are additions.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned ~~with~~ in the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association initial or capital contribution fees, annual assessments or charges, cluster building assessments, and special assessments for capital improvements, and comply with these covenants and restrictions wherein costs suffered by the Association to correct violations which may be assessed against particular Owners and Lots and payment of certain enforcement penalties as provided for in Article XIII, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which 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 or persons who were the Owner of such property at the time when the assessment fell due. A Lot Owner shall be jointly and severally liable with the previous Lot Owner for all unpaid assessments that became due up to the time of transfer of title to the Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of the County. The lien for unpaid assessments shall relate back to the date on which this Declaration was first recorded in the Public Records of the County. However, as to first mortgagees of record, the lien for unpaid assessments shall be effective from and after recording a claim of lien against the property in question for the unpaid assessments in the Public Records of the County.

2. Article V, Section 9, is hereby deleted in its entirety and in its place is substituted the following:

Section 9. Liability of First Mortgagees for Unpaid Assessments. In the event that the holder of a first mortgage encumbering a Lot, or its successor or assignee as the subsequent holder of the first mortgage, shall obtain title to a Lot by foreclosure or by deed in lieu of foreclosure, such first mortgagee, or its successor or assignee, shall be liable for unpaid assessments against the Lot that became due before the first mortgagee's or its successor's or assignee's acquisition of title to the Lot to the extent allowed by law in effect on the date that the first mortgage encumbering the Lot was recorded in the Public Records of the County.

3. Article IX, Section 39, is hereby added to the Declaration to read as follows:

Section 39. Garage Sales. Garage sales (hereinafter defined) are prohibited on any Lot in the Subdivision except in strict compliance with rules and regulations that may be issued from time to time by the Association's Board of Directors. A "garage sale"

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means any public display or offering for sale or free to the public of one or more items of personal property by persons residing on the Lot on which the sale is conducted and shall include sales commonly referred to as patio sales, driveway sales, yard sales, porch sales and other such sales.

4. Article XIII, Section 3 is hereby amended to read as follows. Words ~~stricken~~ are deletions and words underlined are additions.

Section 3. Fines and Penalties. In addition to all other remedies, fines may be imposed upon an Owner, its tenants, guests or invitees, voting rights of an Owner may be suspended, and rights of the Owner, and its tenants, guests, or invitees to use of Common Areas, excluding those necessary for access or utility services to the Lot, may be suspended for failure of an Owner, his family, tenants, guests, invitees or employees, to comply with this Declaration or any covenant, restriction, rule or regulation, provided the following are adhered to:

a. Notice. The Association shall notify the Owner, its tenants, guests or invitees, as applicable, of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee appointed by the Board of Directors (herein, the Committee). At least fourteen (14) days' notice of such meeting shall be given. The Committee shall consist of three or more members appointed by the Board of Directors. The members of the Committee shall be appointed by the Board of Directors but not be Officers, Directors or employees of the Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines, suspensions, and penalties may only be imposed by a majority vote of the Committee.

b. Hearing. The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why fines, penalties, or suspensions should not be imposed. A written decision of the Committee shall be submitted to the Owner and, if applicable, to any tenant, guest, or invitee by not later than twenty-one (21) days after the Committee's meeting. The Owner, its tenant, guest or invitee, as applicable, shall have the right to be represented by counsel and to cross-examine witnesses.

c. Penalties. The Committee may impose fines against the Owner of the Lot, or any tenant guest or invitee of the Owner of the Lot, owned or occupied by the violator for an amount equal to \$100.00 per day for each day an Owner, tenant, guest, or invitee of the Owner, as applicable, allows a violation to exist which fine shall not exceed \$5000.00 in the aggregate.

d. Payment of Penalties. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties. Once paid, all rights of the Owner and their guests, tenants, and invitees shall be deemed reinstated.

e. Collection of Fines. Fines in excess of \$1,000.00 shall be treated as special assessments subject to provisions for such assessments provided for in Article ~~IV~~ V as modified herein.

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f. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

5. Article XVIII, Section 7(b), is hereby deleted without substitution.

6. Article XVIII, Section 8, is hereby added to the Declaration to read as follows:

Section 8. Tenant's Obligation to Pay Assessments. A Tenant shall be required to pay assessments imposed by the Association on the Lot leased to the Tenant and the Association shall have the right to enforce collection of unpaid assessments against the Tenant of any Lot for which assessments are unpaid to the extent permitted by law. The Association's enforcement rights for unpaid assessments against the Tenant shall include the right of eviction to the extent permitted by Florida law.

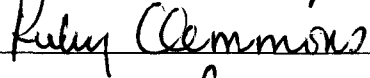
7. Except as specifically modified herein, the Declaration shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

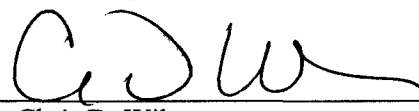


Printed Name: J. Hugh Joyner



Printed Name: Ruby Clemmons

D.R. HORTON, INC.,
a Delaware corporation

By: 

Chris D. Wilson
Division President

Address:
14055 Riveredge Drive, Suite 150
Tampa, Florida 33637

THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24 day of August, 2010, by Chris D. Wilson, as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is ☒ personally known to me, or ☐ has produced _____ as identification.

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Debra B. Thompson
Commission #DD720975
Expires: NOV. 19, 2011
BONDED THRU ATLANTIC BONDING CO., INC.



Debra B. Thompson
Notary Public, State of Florida
Printed Name: _____
My Commission expires: _____

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This instrument prepared by
and after recording return to:
Stephen C. Chumbris, Esq.
Trenam, Kemker, Scharf, Barkin,
Frye, O'Neill & Mullis, P.A.
200 Central Avenue, Suite 1600
St. Petersburg, Florida 33701

**THIRD SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

THIS THIRD SUPPLEMENTAL DECLARATION to Declaration of Covenants and Restrictions for Eagle Palms Subdivision ("**Supplemental Declaration**") is made and entered into this the 17th day of August, 2011, by **D.R. HORTON, INC.**, a Delaware corporation, hereinafter referred to as "**Declarant**," 14055 Riveredge Drive, Suite 150, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, Declarant caused to be recorded the Declaration of Covenants and Restrictions for Eagle Palms Subdivision in O.R. Book 16310, Page 1760, Public Records of Hillsborough County, Florida, as amended by First Amendment thereto recorded in O.R. Book 17509, Page 441, Public Records of Hillsborough County, Florida, Second Amendment thereto recorded in O.R. Book 17851, Page 131, Public Records of Hillsborough County, Florida, Third Amendment thereto recorded in O.R. Book 18267, Page 1952, Public Records of Hillsborough County, Florida Fourth Amendment thereto recorded in O.R. Book 18849, Page 1019, Fifth Amendment thereto recorded in O.R. Book 20055, Page 1638, Supplemental Declaration thereto ("**Supplement**") recorded in O.R. Book 16559, Page 1237, Second Supplemental Declaration thereto ("**Second Supplement**") recorded in O.R. Book 17380, Page 867, and Amended and Restated Supplemental Declaration thereto ("**Amended and Restated Supplement**") recorded in O.R. Book 17596, Page 612, Public Records of Hillsborough County, Florida (collectively the "**Declaration**"); and,

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WHEREAS, Declarant desires to amend the Declaration in order to withdraw from the terms and conditions of the Declaration the property described on Exhibit "A" attached hereto (the "**Withdrawn Property**") and intends to record this Supplemental Declaration to evidence such amendment; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, Declarant has the right, without the consent or joinder of any other party, to amend the Declaration to remove the Withdrawn Property from the terms and conditions of the Declaration, for so long as ninety percent (90%) of the lots have not been conveyed to purchasers other than Declarant and such condition exists;

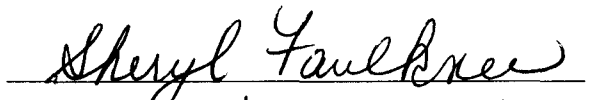
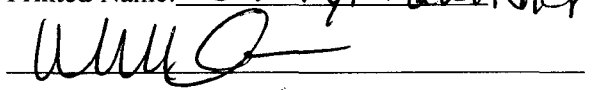
NOW, THEREFORE, Declarant hereby declares as follows:

1. Article II, Section 2, of the Declaration entitled "Property Subject to this Declaration", as supplemented by the Supplement, Second Supplement and Amended and Restated Supplement, shall be amended by deleting therefrom the Withdrawn Property described on Exhibit "A" hereto.

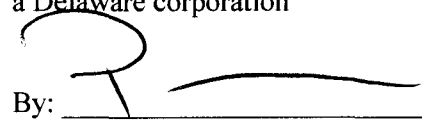
2. Except as specifically modified herein, the Declaration shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:


Printed Name: Sheryl Faulkner

Printed Name: Michele McEwan

D.R. HORTON, INC.,
a Delaware corporation

By: 
Paul Romanowski
Division President

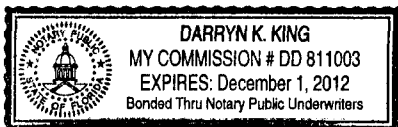
Address:
14055 Riveredge Drive, Suite 150
Tampa, Florida 33637

THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of August, 2011, by Paul Romanowski, as Division President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation, who is [☒] personally known to me, or [☐] has produced _____ as identification.

(SEAL)



Darryn K. King
Notary Public, State of Florida
Printed Name: Darryn K. King
My Commission expires: 12/1/2012

THIS IS NOT A CERTIFIED COPY

EXHIBIT "A"

All of that property shown on the plat of Eagle Palm Phase Three, as recorded in Plat Book 115, Page 241, of the Public Records of Hillsborough County, Florida, also described as follows:

A portion of land lying in Sections 12 and 13, Township 30 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the southeast corner of Eagle Palm Phase 1 as recorded in Plat Book 108, Pages 38-45 in the Public Records of Hillsborough County, Florida; also being the beginning of a non-tangent curve concave southwesterly having a radius of 965.00 feet, a central angle of 04°05'42" and a chord distance of 68.95 feet which bears South 13°11'24" East; thence southeasterly along the arc of said curve a distance of 68.97 feet; thence South 11°09'44" East, a distance of 733.38 feet to a point of curvature of a non-tangent curve concave westerly having a radius of 965.00 feet, a central angle of 44°53'28" and a chord distance of 736.88 feet which bears South 11°17'01" West; thence southerly along the arc of said curve a distance of 756.07 feet; thence North 54°56'23" West, a distance of 1,180.12 feet to a point on the southerly boundary of said Eagle Palm Phase 1; thence along said southerly boundary line the following two courses and distances: North 35°03'47" East, a distance of 821.78 feet; thence North 71°42'54" East, a distance of 505.91 feet to the point of beginning.
Containing 22.94 acres, more or less.

TOGETHER WITH

All of that property shown on the plat of Eagle Palm Phase Four, as recorded in Plat Book 116, Page 142, of the Public Records of Hillsborough County, Florida, also described as follows:

A portion of land lying in Sections 12 and 13, Township 30 South, Range 19 East, and Sections 7 and 18, Township 30 South, Range 20 East, Hillsborough County Florida. Being more particularly described as follows:

Commencing at the northwest corner of the southwest $\frac{1}{4}$ of said Section 7, Township 30 South, Range 20 East; thence along the North boundary of the South $\frac{1}{2}$ of Section 7, Township 30, Range 20 East run North 89°32'34" East, a distance of 1080.31 feet to a point on the westerly limited access right-of-way line of Interstate 75 (State Road Number 93-A); thence South 02°58'29" East along said westerly right-of-way line, a distance of 2458.42 feet to the point of beginning; thence continuing along said westerly right-of-way line South 02°58'29" East a distance of 1359.65 feet; thence departing said westerly right-of-way line, North 54°56'23" West, a distance of 1665.58 feet to a point on the Easterly right-of-way line of Eagle Palm Drive, said point being on a curve concave westerly having a radius of 1035.00 feet; thence northerly along the arc of said curve a distance of 525.86 feet through a central angle of 29°06'39", and being supplanted by a chord which bears North 06°23'35" East, a distance of 520.22 feet; thence departing said easterly right-of-way line North 81°50'16" East, a distance of 394.04 feet; thence South 68°40'42" East, a distance of 523.75 feet; thence North 87°01'31" East, a distance of 357.40 feet to the point of beginning.
Containing 28.04 acres more or less.

Prepared by and
when recorded return to:
Jonathan J. Ellis, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600

**CERTIFICATE OF SIXTH AMENDMENT TO THE DECLARATION COVENANTS AND
RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

This Certificate of Amendment to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision is made as of the 20 day of Sept, 2016, by Eagle Palms Homeowners Association, Inc., a Florida nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, the Sixth Amendment to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, attached as **Exhibit "A"** (the "Amendments"), hereby amends the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, as originally recorded in Official Records Book 16310, Page 1760, *et seq.*, and as amended from time to time (the "Declaration");

WHEREAS, Article XIV, Section 2 provides, in relevant part, "An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by members of the Association..."

WHEREAS, a duly noticed meeting of the Membership of the Association was held on the 8th day of June, 2016 in the manner required by the Association's governing documents (the "Meeting").

WHEREAS, at the Meeting, a quorum of Members, i.e. Members present in person or represented by proxy, entitled to cast at least ten percent (10%) of the votes of the Membership of the Association, were present at the Meeting;

WHEREAS, at the Meeting, not less than seventy-five percent (75%) of the votes eligible to be cast by members of the Association, in accordance with the voting procedures set forth in the Association's governing documents, were cast in favor of the Amendments;

WHEREAS, the Association desires to amend the Declaration as provided herein.

NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.

2. The Amendments to the Declaration attached hereto as **Exhibit A** are a true and accurate copy the Sixth Amendment to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision approved by the members of the Association.

3. All initially capitalized terms not defined herein or in the Amendments shall have the meaning set forth in the Declaration.

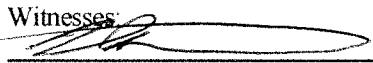
4. With respect to the Amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by a double underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.

5. In the event that there is a conflict between the Amendments and the Declaration, the Amendments shall control.

6. All provisions of the Declaration are hereby ratified and shall be of full force and affect, except as specifically modified and amended by the Amendments.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

EAGLE PALMS HOMEOWNERS
ASSOCIATION, INC., a Florida nonprofit
corporation

Witnesses:

Print Name: Rick Johnston

By: Edward Bennett
_____, President


Print Name: David Snyder

By: Madeine Fischer
_____, Secretary
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30 day of September, 2016 by Edward Bennett, as President, and Madeine Fischer, as Secretary, of Eagle Palms Homeowners Association, Inc., a Florida nonprofit corporation, on behalf of the Association, who are personally known to me or have produced FL Drivers Licenses as identification.



ABIGAIL CROUSE
MY COMMISSION # FF 095756
EXPIRES: April 4, 2018
Bonded Thru Budget Notary Services

NOTARY PUBLIC
Print Name: Abigail Crouse
My Commission Expires: 4-4-2018

“EXHIBIT A”

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

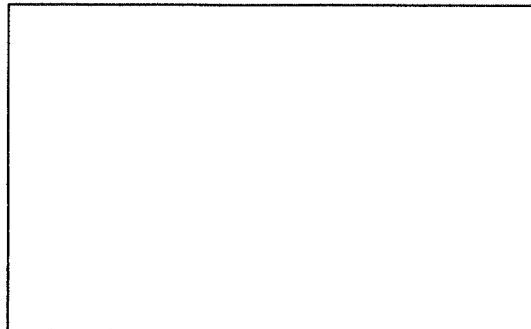
Article XIV, Section 2 of the Declaration is hereby modified and amended as follows:

Section 2. An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must be adopted by affirmative vote ~~bear the approval~~ of not less than a majority of the members of the Board of Directors and seventy-five-percent (75%) ~~of the votes eligible to be cast by members of the Association~~ the members present in person or by proxy at an annual or special meeting at which a quorum is present. ~~Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.~~

Prepared by and
when recorded return to:
Jonathan J. Ellis, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600



**CERTIFICATE OF SEVENTH AMENDMENT TO THE DECLARATION COVENANTS AND
RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

This Certificate of Amendment to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision is made as of the 12 day of December, 2017, by Eagle Palms Homeowners Association, Inc., a Florida nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, the Seventh Amendment to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, attached as **Exhibit "A"** (the "Amendment"), hereby amends the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, as originally recorded in Official Records Book 16310, Page 1760, *et seq.*, and as amended from time to time (the "Declaration");

WHEREAS, Article XIV, Section 2 of the Declaration provides, in relevant part, "An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must be adopted by affirmative vote of not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the members present in person or by proxy at an annual or special meeting at which a quorum is present."

WHEREAS, a duly noticed meeting of the Board of Directors of the Association was held on the 23rd day of October, 2017 in the manner required by the Association's governing documents (the "Board Meeting").

WHEREAS, at the Board Meeting, quorum was met and not less than a majority of the Board of Directors approve the Amendment. Minutes of the Board Meeting are attached hereto as **Exhibit B**;

WHEREAS, a duly noticed meeting of the Membership of the Association was held on the 23rd day of October, 2017 in the manner required by the Association's governing documents (the "Member Meeting").

WHEREAS, at the Member Meeting, a quorum of Members was present and not less than seventy-five percent (75%) of the members present in person or by proxy cast their vote, in accordance with the voting procedures set forth in the Association's governing documents, in favor of the Amendment. Minutes of the Member Meeting are attached hereto as **Exhibit C**;

WHEREAS, the Declarant/Developer of Eagle Palms, D.R. Horton, Inc. ("D.R. Horton"), reserved for itself an easement in and to, over, under, on and across the common property at Article III Section 11 of the Declaration ("Easement");

WHEREAS, D.R. Horton turned over control of the Association to its individual members on November 8, 2011;

WHEREAS, D.R. Horton owns no Lots as defined and encumbered by the Declaration and pays no assessments to the Association for the use and maintenance of the Association's common property;

WHEREAS, the Association desires to amend the Declaration as provided herein in order to limit the number of Units which may be leased at any given time and to limit owners' ability to lease their Units within the first year of ownership;

WHEREAS, Article XIV of the Declaration provides for the modification or amendment of all "covenants, easements, and restrictions" set forth therein;

NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.
2. The Amendment to the Declaration attached hereto as **Exhibit A** is a true and accurate copy the Seventh Amendment to the Declaration of Covenants and Restrictions for Eagle Palms Subdivision approved by the Board of Directors and members of the Association.
3. All initially capitalized terms not defined herein or in the Amendment shall have the meaning set forth in the Declaration.
4. With respect to the Amendment, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by a double underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.
5. In the event that there is a conflict between the Amendment and the Declaration, the Amendment shall control.

[this space intentionally left blank]

6. All provisions of the Declaration are hereby ratified and shall be of full force and affect, except as specifically modified and amended by the Amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

EAGLE PALMS HOMEOWNERS
ASSOCIATION, INC., a Florida nonprofit
corporation

Witnesses: *Joan Golden*
Print Name: Joan Golden

By: *Ed Bonnett*
Ed Bonnett, President

Cal
Print Name: Ronny Dunner

By: *Madeline Fischer*
Madeline Fischer, Secretary
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12 day of December, 2017 by ED Bonnett, as President, and Madeline Fischer, as Secretary, of Eagle Palms Homeowners Association, Inc., a Florida nonprofit corporation, on behalf of the Association, who are personally known to me or have produced Him & Her self as identification.

Cal
NOTARY PUBLIC

Print Name: Ronny H. Dunner
My Commission Expires: 9/21/21

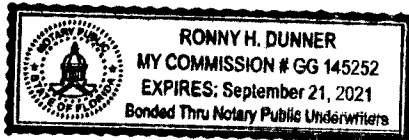


EXHIBIT A

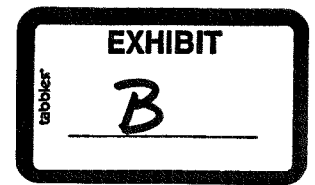
**SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR EAGLE PALMS SUBDIVISION**

Article III, Section 11 of the Declaration is deleted in its entirety:

~~Section 11. Declarant's Easement. Notwithstanding the easement granted to the Association, Declarant hereby reserves to itself, its successors and assigns, and such other persons as Declarant may from time to time designate in writing, a perpetual, privilege and right in and to, over, under, on, and across the common property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access does not unnecessarily interfere with the reasonable use and enjoyment of these properties and the facilities by the Association and owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any of the properties owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvement or unreasonably interfere with the enjoyment of the properties. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television cables and wires within the rights of way, common property and easement areas referred to hereinabove.~~

Article X, Section 6 of the Declaration is amended as follows:

Section 6. Restriction Regarding Use of Lakes. The lakes within the Subdivision are exclusively for drainage and shall not be used for any other purpose whatsoever. The use of any lake is limited to swimming, fishing and the use of non-motorized water craft. Water craft propelled by electrical, gasoline, or diesel engines are strictly prohibited.



EAGLE PALMS HOMEOWNERS ASSOCIATION
9053 MOONLIT MEADOWS LOOP, RIVERVIEW, FL
MINUTES OF THE BOARD OF DIRECTORS MEETING HELD ON
OCTOBER 23RD, 2017

E. Bonnett called the meeting to order at 9:30 PM.

M. Fisher made a motion for T. Jackson to chair the meeting seconded by E. Bonnett. The motion was passed unanimously.

M. Fisher made a motion to waive the minutes from the previous meeting, seconded by E. Bonnett. The motion was approved unanimously.

Proof of Notice of the Meeting: Was available for viewing at the community message boards and clubhouse.

Regarding the amendments passed, E. Bonnett made a motion to approve amendments 1 & 2 from the special members meeting, seconded by J. Golden. The motion was approved unanimously.

There was no discussion for the owner's forum.

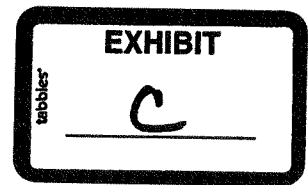
There was no further business to discuss. J. Golden made a motion to adjourn the meeting, seconded by M. Fisher. Motion was passed unanimously.

Meeting adjourned at 9:32PM.

Respectfully submitted by;

Ronny Dunner LCAM

Property Manager



EAGLE PALMS HOMEOWNERS ASSOCIATION

9053 MOONLIT MEADOWS LOOP, RIVERVIEW, FL

MINUTES OF THE SPECIAL MEETING OF MEMBERS AND BOARD OF DIRECTORS HELD ON

OCTOBER 23RD, 2017

E. Bonnett called the meeting to order at 7:25 PM.

M. Fisher made a motion for T. Jackson to chair the meeting seconded by E. Bonnett. The motion was passed unanimously.

A quorum of the members was present with a count of 122 members in person or by proxy.

Proof of Notice of the Meeting: A copy of the notice of the meeting was mailed regular and certified to all homeowners and available for viewing at the community message boards and clubhouse.

M. Fisher made a motion to waive the reading and approve the minutes from the last meeting, seconded by J. Golden. The motion was approved unanimously.

Review of the documents was discussed to the members present.

Owner's forum discussed the outcome of the Dr. Horton lawsuit, fire retardant letter, roofing repairs, landscaping, towing, security guards and gates.

Announcement of the amendments voting:

Amendment # 1: Article III, Section 11 of the Declaration is deleted in its entirety (strikethrough represents a deletion, double underline represents an addition):

Section 11. ~~Declarant's Easement. Notwithstanding the easement granted to the Association, Declarant hereby reserves to itself, its successors and assigns, and such other persons as Declarant may from time to time designate in writing, a perpetual, privilege and right in and to, over, under, on, and across the common property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access does not unnecessarily interfere with the reasonable use and enjoyment of these properties and the facilities by the Association and owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any of the properties owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvement or unreasonably interfere with the enjoyment of the properties. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television cables and wires within the rights of way, common property and easement areas referred to hereinabove.~~

Amendment #1: YES 93 NO 19

Amendment # 2: Article X, Section 6 of the Declaration is amended as follows (strikethrough represents a deletion, double underline represents an addition):

Section 6. Restriction Regarding Use of Lakes. The lakes within the Subdivision are exclusively for drainage and shall not be used for any other purpose whatsoever. The use of any lake is limited to swimming, fishing and the use of non-motorized water craft. Water craft propelled by electrical, gasoline, or diesel engines are strictly prohibited.

Amendment #2: YES 94 NO 20

Amendment # 3: Article XVIII, Section 9 of the Declaration is added as follows (strikethrough represents a deletion, double underline represents an addition):

Section 9. Lease Cap. No more than 122 Units in Eagle Palms may be leased simultaneously ("Lease Cap"). Such Lease Cap shall apply prospectively; any Owner whose Unit is leased on the date this provision is adopted into the Declaration shall be permitted to continue leasing his or her Unit. Any owner who is permitted to lease under the Lease Cap or pursuant to the preceding grandfather clause shall be deemed to relinquish such right in the event that his or her Unit remains un-leased for sixty (60) or more days, after which time any additional lease will be subject to the Lease Cap. Owners desiring to lease their units when 122 units are already leased shall notify the Association in writing and will be placed onto a waiting list in the order in which the Association receives notification. When space becomes available under the Lease Cap, the Association shall give written notification to the next Owner on the waiting list that a space has become available under the Lease Cap. After notification from the Association to an Owner that space has become available under the Lease Cap, such Owner shall notify the Association in writing within ten (10) days as to whether or not he or she still desires to lease his or her Unit. In the event that the Owner declines to lease or fails to respond to the Association's notification, such Owner's right to lease shall terminate and the Association shall notify the next eligible Owner on the waiting list. Any lease of a unit in violation of the Lease Cap shall be void and unenforceable.

Amendment #3: YES 61 NO 52

Amendment # 4: Article XVIII, Section 10 of the Declaration is added as follows (double underline represents an addition):

Section 10. Leasing Prohibited in First Year of Ownership. An Owner may not lease his or her Unit unless the Owner has held title to the Unit for a minimum of one year.

Amendment #4: YES 81 NO 33

There was no further business to discuss. J. Golden made a motion to adjourn the meeting, seconded by M. Fisher. Motion was passed unanimously.

Meeting adjourned at 9:28PM.

Respectfully submitted by;

Ronny Dunner LCAM

Property Manager