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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CALOOSA LAKES**

CERTIFICATE OF AMENDMENT

WHEREAS, Caloosa Lakes is a platted subdivision in Hillsborough County appearing in Plat Book 66, Page 26 and is subject to that Declaration of Covenants and Restrictions for Caloosa Lakes which is recorded in Official Records Book 5536, Page 235, *et seq.*, of the Public Records of Hillsborough County, Florida and all amendments thereto; and

WHEREAS, Article XIV, Section 2 of the Declaration of Covenants and Restrictions for Caloosa Lakes as originally recorded in Official Records Book 5536, Page 235, *et seq.*, of the Public Records of Hillsborough County, Florida and amended in the Certificate of Amendment to Article VI, Section (g), Article XIV, Section 2 and Article XV of the Declaration of Covenants and Restrictions for Caloosa Lakes and Irrevocable Consents and Joinders as recorded in Official Records Book 16230, Page 826, *et seq.*, of the Public Records of Hillsborough County, Florida, provides that said Declaration of Covenants and Restrictions for Caloosa Lakes may be amended upon the affirmative vote of not less than seventy percent (70%) of all Homeowners represented in person or by proxy at a meeting of the members of the Association where a quorum is present in person or by proxy.

NOW, THEREFORE, we, Sam Sudman, President, and Ellen McGovern, Secretary, respectively of Caloosa Lakes Property Owners Association, Inc., do hereby affirm and certify that at a members meeting held on November 11, 2014, at which a quorum was present, the AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS CALOOSA LAKES attached hereto and incorporated herein as EXHIBIT A, was duly approved by the membership pursuant to Article XIV, Section 2 of the Declaration.

[Signatures on Following Pages]

Amended and Restated Declaration for
Caloosa Lakes Certificate of Amendment

WITNESS:

[Signature]
Signature of Witness Number 1

KATHY E. TRIMMER
Printed Name of Witness Number 1

[Signature]
Signature of Witness Number 2

Staci McAfee
Printed Name of Witness Number 2

CALOOSA LAKES PROPERTY
ASSOCIATION, INC.

By: [Signature]
Sam Sudman, President

Attest:

By: [Signature]
Ellen McGovern, Secretary

The foregoing instrument was acknowledged before me this 19 day of December, 2014, by Sam Sudman, and Ellen McGovern, President and Secretary, respectively of Caloosa Lakes Property Owners Association, Inc. who are personally known to me or produced November 11, 2014 as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Declaration of Covenants and Restrictions for Caloosa Lakes Certificate of Amendment and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

[Signature]
Notary Public, State of Florida

Print Name:

My Commission



AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

CALOOSA LAKES

The original "DECLARATION OF COVENANTS AND RESTRICTIONS: "Caloosa Lakes" was made the 3rd day of August, 1988 and was recorded in O. R. Book 5536 at page 235, et. seq. of the Public Records of Hillsborough County, Florida, by SUN CITY CENTER CORP., a Delaware corporation ("Developer").

WITNESSETH:

WHEREAS, Developer was the owner of the real property described in Article II of this Declaration and created thereon an exclusive residential community known as Caloosa Lakes (herein referred to as the "Project"); and

WHEREAS, Developer desired to insure the attractiveness of the individual lots and community facilities within the Project and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property, and to provide for the maintenance of common areas and other community facilities and exterior maintenance on Lots; and, to this end, and subjected the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

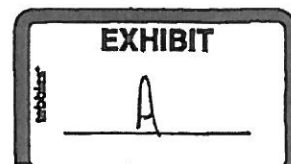
WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Project and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit organization, CALOOSA LAKES PROPERTY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid within the Project;

WHEREAS, the Developer has declared that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I: DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:



Section 1. "**Articles**" means the Articles of Incorporation of the Association, and its successors, as from time to time amended attached as Exhibit C.

Section 2. "**Association**" means Caloosa Lakes Property Owners Association, Inc. a Florida corporation not for profit, organized, or to be organized, under Chapter 617, Florida Statutes.

Section 3. "**Board**" or "**Board of Directors**" means the Association's Board of Directors.

Section 4. "**By-Laws**" means the By-Laws of the Association and its successors, as from time to time amended attached Exhibit D.

Section 5. "**Community Association**" means the Sun City Center Community Association, Inc., formerly known as the Sun City Center Civic Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

Section 6. "**Community Association Member**" means a Resident who holds membership in the Community Association pursuant to Article IX of this Declaration.

Section 7. "**Committee**" means Architectural Control Committee established pursuant to Article IV herein.

Section 8. "**Common Property**" or "**Common Properties**" mean any portion of the Property now or hereafter owned by the Association or designated herein or on the plat of the Property recorded in the Public Records of Hillsborough County, Florida ("Plat") as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement).

Section 9. "**Declarations**" mean this Declaration, as from time to time amended.

Section 10. "**Developer**" means Sun City Center Corp., a Delaware corporation, and its successors.

Section 11. "**Documentation**". The legal documentation for the Project consists of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing hereafter made.

Section 12. "**Family**" means one or more persons each related to the other by blood, marriage, law, or legal adoption, or a group of not more than three (3) persons not all so related, together maintaining a single housekeeping unit.

Section 13. "**Homeowner**" or "**Owner**" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally.

Section 14. "**Interpretation**". Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their Development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 15. "**Lot**" means each numbered lot as established by the recorded plat(s) of the Property.

Section 16. "**Mortgage**" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

Section 17 "**Project**" or "**Property**" shall mean the real property described in Article II of this Declaration and created thereon a residential community known as Caloosa Lakes.

Section 18. "**Person**" means any natural person or artificial entity having legal capacity.

Section 19. "**Resident**" means a person who occupies a Unit for residential purposes.

Section 20. "**The Work**" means the development of all or any portion of the Property as a residential community by Developer's construction and installation of streets, dwellings, buildings, and other improvements and the sale or other disposition of the Property and improvements thereon in parcels or as completed Lots.

Section 21. "**Unit**" or "**Dwelling**" means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined, as constructed by the Developer upon the Property.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described in metes and bounds description attached hereto as Exhibit A and incorporated by reference as fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Property".

ARTICLE III: PROPERTY RIGHTS, EASEMENTS AND RESTRICTIONS

Section 1. Appurtenances. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article its benefit nevertheless is exclusive to an Lots granted such benefit by this Article unless this Article expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.

Section 2. Utility Easements. Developer has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property; and Developer has granted to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the recorded plat of the Property or such other instrument defining them. In addition to the above, Developer has reserved unto itself its successors and assigns an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of a two-way communication and security system. Such utilities as well as the Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

Section 3. Common Properties. Subject to the provisions of sub- section (b) below, every Homeowner shall have a non-exclusive right and easement of enjoyment in and to the Common Properties, if any, and such easement shall be appurtenant to and shall pass with the title to every Dwelling situated within the Project.

(a) Extent of Members' Easement. The rights and easements of enjoyment created herein, shall be subject to the following:

(i) The right of the Association to limit the use of the Common Properties to Homeowners, their families and guests;

(ii) The right of the Association to suspend the voting and enjoyment rights of a Homeowner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Declaration or the Association's published rules and regulations;

(iii) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes and agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership.

(iv) The right of the Association to impose reasonable covenants and restrictions in respect to the use of the Common Properties, in addition to those set forth herein.

(v) That portion of any driveway falling within the Common Properties which is contiguous to and serves one or more Lots shall, except as otherwise provided herein, be subject to the exclusive use and possession of the Homeowners whose Lots are served by such driveway.

(b) Extension of Rights and Benefits. Every Homeowner shall have the right to extend the rights and easements of enjoyment vested in him, under this Article, to each of his tenants and to each member of his Family who resides with him and to such other persons as may be permitted by the Association.

Section 4. Lots. The following covenants, restrictions and easements are hereby imposed on each Lot in the Project.

(a) General Restrictions. The following easements restrictive covenants are easements and covenants running with the land and are binding upon all Homeowners, tenant(s) and Residents, their successors and assigns:

(i) The Lots shall be used only for single-family residential purposes, and no professional business or commercial use which use can be detected by sight, sound or odor from outside of the Lot shall be made of the same, or any portion thereof, provided further that nothing herein shall be construed in such a manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

(ii) Each Unit, if occupied, shall be occupied by at least one (1) person fifty-five (55) years of age or older. No more than twenty (20%) percent of the Units shall be reserved for the surviving residents of Units after the death or departure of the qualifying resident who was 55 years of age or older or a person who is 50 years of age or older, who has been granted a waiver in writing by the Board. No children under the age of 18 years shall occupy any Unit provided however, that such child may visit for thirty (30) days in any calendar year.

(iii) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any Lot except such as are required for normal household use and shall be kept in an appropriate container.

(iv) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

(v) No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Hillsborough County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(vi) No individual water supply system shall be permitted on any Lot, unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities and written approval of such system as installed shall be obtained from the Committee and such governmental authorities in advance of installation.

(vii) No individual sewage disposal system shall be permitted on any Lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities and written approval of such system as installed shall be obtained from the Committee and such governmental authorities.

(viii) There shall be no alteration, addition or improvement of any Common Property, except as provided in this Declaration, nor shall any person use the Common Property, or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto.

(ix) No motor vehicle of any type or nature or trailer or camper or boat or boat trailer may be parked within the swale area, if applicable, within the Project, except commercial vehicles may be parked only for so long as may be required for delivery purposes or to provide service, to a Unit or Common Property. No trailer, camper, boat or boat trailer, commercial vehicle (defined as any vehicle with commercial lettering or which contains equipment used for commercial purposes), or recreational vehicle may be parked in any driveway, upon any Lot or within the Project, unless completely concealed from view in an enclosed garage. Notwithstanding the foregoing, recreation vehicles may be temporarily parked on a driveway, only for the purpose of loading and unloading for an overnight trip in the recreational vehicle, not to exceed the period of time designated by the Board. The Board shall have the power to promulgate, amend, and repeal rules and regulations regarding the time period recreational vehicles may be temporarily parked on driveways for the purpose of loading and unloading for an overnight trip. No motor vehicle or boat repair work shall be conducted on any Lot other than minor repairs, such as the repair of a flat tire, recharging a battery, or checking fluid levels, but not fluid changes, engine repairs or body work.

(x) The Board of Directors of the Association may adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Properties and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided, however, that copies of such rules and regulations are furnished to each Homeowner prior to the time same became effective and provided that said rules and regulations are a reasonable

exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

(xi) No mail box of any type shall be placed upon any Lot, nor affixed to any Dwelling, unless the design has been approved in writing by the Committee in advance. It is the intention of this subsection to maintain uniform and centrally located mail boxes throughout the community.

(xii) Antenna for the reception or broadcast of any signal other than over the air broadcast television which requires the installation or erection of an external antenna, dish or similar device shall be located at the rear of the Dwelling of property and concealed from view from any street or sidewalk, except when concealment were to interfere with the use or operation of the antenna or dish. The installation of any antenna or dish used for the broadcast or reception of signals other than over the air broadcast television signals on the exterior of a Dwelling shall be subject to the prior written approval of the Architectural Committee.

The installation of devices designed and used for the broadcast or reception of over the air broadcast television devices shall be permitted provided that the antenna or dish is installed on property owned, controlled and maintained by the Owner and no satellite dish shall exceed one meter in diameter and no antenna shall be greater than one meter in diameter or diagonal measurement and designed to receive video programming services via broadband, radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite. All efforts shall be made by the Owner to conceal from public view the devices designed and used for the broadcast or reception of over the air broadcast television, except when concealment were to interfere with the use or operation of the antenna or dish

(xiii) Wall or window type air conditioning unit(s) are prohibited.

(xiv) No Lot shall be increased in size by filling in any water it may abut. The elevation of a Lot will not be changed so as to materially affect the surface elevation or grade of the surrounding Lots or Parcels without the prior written approval of the Committee.

(xv) No artificial grass, plant or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved in writing by the Committee. No more than ten percent (10%) of any Lot shall be planted, covered or maintained in any material other than grass or other natural, living vegetation, unless approved in writing by the Committee.

(xvi) No garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction. Unless prior written approval of the Committee is obtained, the driveway base shall be concrete. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior written approval of the Committee.

(xvii) Fencing is prohibited on a Lot. Clotheslines are not permitted in any open area but are permitted areas that are not visible to the other Lots.

(xviii) No sign of any kind shall be displayed to the public view on any Lot, except for the following:

(1) The sales agent for the Homeowner or the Homeowner may place one (1) professionally made sign not to exceed two (2) square feet advertising the property for sale or rent.

(2) Additionally, a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the Homeowner or his designated representative is in attendance on the Lot.

The size and design of all signs mentioned above and to signs pertaining to house numbering, mailboxes and other such material shall be subject to the written prior approval by the Committee.

(xix) No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) common household pets, such as dogs and cats, may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that all pets must be kept on leashes when outside of a Dwelling. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice by the Association to the owner thereof or to the owner of the Lot containing such pet.

(xx) Each Lot and the Common Property is subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including but not limited to driveways, trees, walkways and roof structures which overhang and encroach upon the servient Lot or Common Property, if any, provided that such structures were constructed by the Developer or the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant tenement provided, however, that any such entry made for purposes of maintenance, restoration or repair, shall be limited to daylight hours and shall only be made with the prior knowledge of the owner of the servient tenement. In case of emergency, the right of entry for maintenance restoration or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

No Homeowner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot which will increase the rate of insurance as to other Homeowners or to the Association.

(a) Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority conferred by Law. Such consent will not be unreasonably withheld or delayed.

(b) Party Wall Easements. Any dividing wall which straddles the boundary line between Lots or which stands partly upon one Lot and partly upon another, and any wall which serves two or more Units, shall at all times be considered a party wall, and each of the owners or Lots upon which any such party wall stands or serves or benefits shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Units and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipe, duct or conduit originally located therein or thereon subject to the restrictions hereinafter contained.

(i) No owner of any Lot or any successor in interest to any such owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

(ii) In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any Lot upon which such party wall may rest shall have the obligation to repair or rebuild such wall and the owner of each Lot upon which such wall shall rest, be served or benefited by shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in such workman like manner with materials comparable to those used in the original wall and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(iii) The foregoing provision of this Article notwithstanding, the owner of any Lot, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for neglect or willful acts or omissions. The right of any Homeowner, or other interested party, to contribution from any other Homeowner under this Article shall be appurtenant to the land and shall pass to such Homeowner's or other persons successors in title.

(iv) The title of each Homeowner to the portion of each party wall within such Unit is subject to a cross easement in favor of the adjoining Homeowner for joint use of said wall.

(c) General Easements. In the event that any part of any Unit encroaches or shall hereafter encroach upon any part of any other Lot or the Common Property, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Homeowner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Unit of another Homeowner or if it occurred due to the willful conduct of any Homeowner.

Section 5. Ingress and Egress. Each Homeowner shall have a perpetual unrestricted easement over and through the Common Property for the purpose of ingress to and egress from his Lot, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

ARTICLE IV: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration:

Section 1. Approval of Plans and Architectural Control Committee.

For the purpose of further insuring the maintenance of the Property as a residential area of highest quality and standard, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee, consisting of three (3) members appointed by the Board of Directors shall have the exclusive power and discretion to control and approve the construction, remodeling, or addition to the buildings, Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No Dwelling, building, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made unless and until building plans and specifications covering same, showing such information as may be required by the Committee have been submitted to and approved in writing by the Committee. The Committee may require that all architectural, remodeling and landscape plans be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not in compliance with its rules, regulations, standards or guidelines. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Homeowner in writing stating with reasonable detail the reason(s) for disapproval. In passing

upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built to the Lot upon which it is proposed to be erected same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring Lots. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and written approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Homeowner's cost.

(a) Plans and specifications shall be prepared by an architect registered in the State of Florida. The architect submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions. This requirement may be waived, in whole or in part, by the Committee upon application of the Homeowner and showing to the Committee of good cause for waiving such requirement.

(b) All structures must be built to comply substantially with the plans and specifications as approved by the Committee.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Homeowner of a Lot that is subject to assessment under Article VIII, of this Declaration shall become a member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person each such person is a member. A Homeowner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance or title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Homeowner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 2. Voting. The Association shall have one class of voting membership.

Section 3. Co-Ownership. If more than one person owns an interest in any Lot, all such persons are members; but there may be only one vote cast with respect to such Lot. Such

vote may be exercised as the co-owners determine among themselves; but no split vote is permitted.

Section 4. Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration. The provisions of this Declaration, and the Articles and By-Laws, shall be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Association. The Association shall govern, make rules and regulations, control and manage the Lots and Common Properties, if any, located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the Association as differentiated from being billed to the Homeowner and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, as follows:

(a) The Association shall maintain the Common Properties (including but not limited to the Common Property described on Exhibit B attached hereto and made a part hereof) and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in their sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens and such amount as they determine should be paid by the Association shall be levied as a special assessment pursuant to Article VIII of this Declaration.

(b) In the event the Association acquires any Common Properties, the Association shall obtain, maintain and pay the premiums for the hazard insurance, flood insurance, liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

(i) Hazard insurance covering all Common Properties, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for

similar types of projects, including those covered by the standard "all risk" endorsement. The policy shall cover 100% of the current replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available), and construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the project is destroyed by an insured hazard).

(ii) Flood insurance covering the Common Property buildings and any other common personal property, if any part of the project is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the lesser of (i) 100% of the current replacement cost all of buildings and insurable property within the flood hazard area and (ii) the maximum coverage available for the Property under the National Flood Insurance Program.

(iii) Comprehensive general liability insurance covering all Common Properties and any other areas under the Association's supervision including public ways and commercial spaces owned by the Association. The policy must provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Properties and other areas under the Association's control and any legal liability resulting from law suits related to employment contracts to which the Association is a party. The policy must provide for at least ten (10) days written notice by the insurer to the Association prior to cancellation or substantial modification.

(iv) Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association as an obligee and shall cover the greater of (i) the maximum funds that will be in the custody of the Association or its management agent while the bond is in force and (ii) the sum of three (3) months' General Assessments on all Lots plus the Reserve Fund. The bond shall provide for ten (10) days written notice to the Association and all servicers of FNMA-owned mortgages in the Project prior to cancellation of or substantial modification to the bond.

(c) The Association shall care for and maintain any entryway walls and signage intended for and/or identifying the Project and landscaping which is located on any landscaping easement, road right-of-way or Common Property and shall also care for and maintain the wall located on the easement adjacent to the right-of-way line of U.S. Highway 301.

(d) The Association shall care for and maintain all grass and lawn areas within the Property including, but not limited to, lawns or grass located on any Lot. Notwithstanding the Association's maintenance responsibilities, as provided in this subsection, the Association shall not be responsible for irrigating any lawn or grass area within a Lot. Irrigation shall be the sole responsibility of the Homeowner.

(e) The Association shall care for and maintain any Lakes located wholly on the Property. In addition, the Association shall have the power to contract with any other Association to share the expense of maintaining any Lake which is not located wholly on the Property but which is contiguous to any portion of the Property and such contractual obligation shall be a valid expense of the Association.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association. A regular assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board of Directors.

(f) In order to provide a uniform appearance along the streets within Caloosa Lakes, the Association shall trim the Tall Queen and Cabbage Palm trees within the twenty (20) foot utility easement bordering both sides of Del Webb Boulevard East, Linger Lane and Northway Drive within Caloosa Lakes. Each such palm tree shall remain the property of the individual Homeowner. All other maintenance and replacement of the palm trees shall remain the responsibility of the Homeowner.

Section 2. Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

Section 3. Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as heretofore granted by Developer. 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 which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given.