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Prepared by and Return to:
Richard A. Schlosser, Esq.
Bricklemyer Smolker & Bolves, P.A.
500 East Kennedy Blvd., Suite 200
Tampa, Florida 33602
File 14311

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNCOAST LAKES

THIS DECLARATION is made this 8 day of July, 2003 by FC SUNCOAST, LLC, a Florida corporation, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of property in Pasco County, Florida, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof known as Suncoast Lakes (the "Property");

NOW THEREFORE, Declarant hereby declares that all of the Property above described shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of creating a common scheme of development of the Property and for protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

The following words or letters when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "**Articles of Incorporation**" shall mean the Articles of Incorporation, and any recorded amendments thereto, of the Association, which are attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. "**Association**" shall mean and refer to Homeowners Association at Suncoast Lakes, Inc., a Florida non-profit corporation, its successors and assigns.

Section 3. "**Board**" shall mean the Board of Directors of the Association.

FOREST CITY LAND GROUP
5307 FOXHUNT DR.
WESLEY CHAPEL, FL. 33543

Section 4. "**By-Laws**" shall mean the By-Laws, and any amendments thereto, of the Association, which are attached hereto as Exhibit "C" and are incorporated herein by reference.

Section 5. "**Common Area**" shall mean all real property (including the improvements thereto) owned by the Association or dedicated to the Association on any Plat for the common use and enjoyment of the Owners together with those areas dedicated to Pasco County, Florida, which Declarant has elected to continue to maintain. The Common Areas shall initially include those areas so designated on the plat of Suncoast Lakes Subdivision as Common Area or dedicated to the Association, being the following tracts of land shown on the plat:

See Exhibit "D" hereto

Section 6. "**Declarant**" shall mean and refer to FC Suncoast LLC, a Florida limited liability company, as the current owner of the Properties and its successors and assigns, and shall include any other entity to whom FC Suncoast LLC may hereafter assign any rights as "Declarant" hereunder with respect to all or any portion of the Properties.

Section 7. "**Declaration**" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes.

Section 8. "**Surface Water Management Systems Facilities**" shall include, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 9. "**Lot**" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Properties that is designated or intended for use as a site for construction of a single family residence, and does not include the Common Area or any other tract of land that is not a residential parcel.

Section 10. "**Member(s)**" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation and the By-Laws. References herein to "members" shall mean "Members" and vice versa. Voting rights of the members are set forth in Article IV hereof. There are initially 525 Lots within the Property, and therefore initially 525 voting interests among the Members.

Section 11. "**Owner**" shall mean and refer to the record owner (including the Declarant), whether one or more persons or entities, of a fee simple title to any Lot

which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Plat" shall mean and refer to the recorded plat or plats of Suncoast Lakes Subdivision per map or plat thereof identified in Exhibit A hereto, and shall also mean any subsequent recorded subdivision map or plat of the Property, or any part thereof, or any lands annexed to Suncoast Lakes pursuant to any map or plat, recorded in the Public Records of Pasco County, Florida. Plats for future phases, if any, for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

Section 13. "Properties" or **"Property"** shall mean and refer to that certain real property described in Exhibit "A" hereof, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by the recording of supplemental declarations.

ARTICLE II
Property Rights

Section 1. Easements of Enjoyment. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to , and will pass with, the title to every Lot, subject to the following conditions. If ingress and egress to any Lot is through any of the Common Area, the Lot has a non-exclusive easement over the Common Area for ingress and egress to such Lot and any conveyance or encumbrances of that portion of the Common Area shall be subject to such ingress and egress easement. Each Owner's right to enjoyment of the Common Area is subject to the following:

(a) Fees. The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for a period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of two-thirds (2/3) of

the members present and voting in person or by proxy at a meeting duly convened for such purpose. So long as there is a Class B Membership, if any mortgage encumbering any Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then any such dedication or transfer must be approved by both agencies, provided however such approval shall specifically not be required where the amendment is made to correct errors or omissions, or is required to comply with the requirements of any institutional lender, or is required by any governmental authority.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

(e) Ingress and Egress Easement. Notwithstanding the foregoing conditions imposed on use of the Common Areas, the Association shall not interfere with the right of ingress and egress to any Lot that has an ingress and egress easement over the Common Area.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3. Operation of the Common Area. The Association shall at all times operate, supervise, control and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefore. Any landscape/wall easements shown on the Plat are owned by the Association, but the interior side of the wall shall be maintained by the individual Lot Owner. The Association shall maintain the exterior side of the wall and shall be responsible for any structural improvements or repairs.

Section 4. Utility Service. Public utilities serving the Property and Lots, have been, or will be, installed underground in the Common Area and within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property. Any pubic utility serving the subdivision shall have the right to install, maintain, and repair all utilities for lines, wires, pipes, equipment and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, and such other utility and/or communications made available in the future by advances in technology and approved by the Board.

Section 5. Public Easements. Fire, police, health, sanitation, cable, communications, U.S. Postal Service, drainage and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the Common Area.

Section 6. Lot Utility Easements. Each Lot Owner shall be responsible for the maintenance of all easements situated on his respective Lot for utility purposes.

Section 7. Utility/Landscape Easements and Wall/Landscape Easements. There is shown on the Plat certain Landscape Area/Utility Easements and Landscaping Tracts along certain perimeter boundaries of the Properties. Use of these easements are restricted to the Owners of Lots that are encumbered by the Easements and to the Association for the sole purpose of maintenance of their areas contained therein. Only the Association may install and maintain improvements within these easements and no permanent improvements of any kind shall be installed or maintained in these easements by the Owner of any Lot. The Association shall have the sole responsibility to maintain these easements and the cost of such maintenance shall be part of the annual assessment described in Article V hereafter.

Section 8. Entry Features. Any entry features including walls, signage, lighting, landscaping, irrigation, and other improvements shall initially be installed at the sole cost and expense of the Declarant or its assigns. However, after initial installation, the Association shall have the sole responsibility to maintain the entry features and control over the use thereof. The cost of maintenance shall be part of the annual assessment described in Article V hereafter.

Section 9. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association.

Section 10. Permanence. The benefit of all rights and easements granted by the Declaration constitutes 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 nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 5 hereof. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 11. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

Section 12. Drainage Easements. Those areas shown as "Drainage Easement" or "Conservation Area" on the Plat shall be maintained by the Association, and the cost thereof shall be part of the annual assessment described in Article V hereafter.

ARTICLE III
Restrictions on Subdivision Lots

Section 1. Use. No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two (2) stories, patios, porches, garages, a swimming pool, landscaping, walls, fencing, driveways and sidewalks appurtenant thereto. All Lots must have a minimum of a two-car garage. Carports are not allowed. All such improvements must be approved in writing by the ACC (hereafter defined) prior to commencement of construction.

Section 2. Outbuildings Prohibited. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. However, a utility building, not to exceed six feet (6') in height, which is approved by the ACC, may be permitted provided it is located in the rear yard, not visible from the street and adequate landscape screening is provided.

Section 3. Minimum Residence Size. No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of the garage, porches, patios and lanais shall be not less than 1,400 square feet of air conditioned space. For 75' lots, the minimum shall be 2078 square feet. A maximum of 20% of the dwellings located on 75' lots may contain 2078 square feet of air-conditioned space. Builder may have one (1) model of 2078 square feet of air-conditioned space on a 75' lot. Builder may not intentionally construct a 2078 square foot of air-conditioned space "spec" home on a 75' lot.

Section 4. Minimum Lot Size. No dwelling shall be constructed on a Lot or plot having an area of less than 5,500 square feet. No Lot shall be divided, resubdivided or reduced in size by any method whatsoever, unless all portions of said Lot are used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All building plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. More than one (1) Lot under one (1) ownership may be used for one (1) dwelling, in which event this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat.

Section 5. Setbacks. The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer to the front Lot line than twenty (20) feet. No dwelling or other structure shall be erected closer than ten (10) feet to the rear Lot line except for a swimming pool. No dwelling or other structure shall be erected closer than 7 ½ feet to the side interior Lot line on a 75' lot. No dwelling or other structure situated on a corner lot shall be erected closer than twenty (20) feet to any street right-of-way. These setbacks may be decreased by up to 25% if approved by Pasco County and the ACC in accordance with adopted regulations. Side yard setbacks shall be 7.5 feet except that on 50 foot and 60 foot lots this set back may be reduced to 5 feet if Pasco County requirements are met.

Section 6. Commercial Use/Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraphs 25 and 26 of this Article. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, the Declarant, or any other Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or

undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

Section 7. On Site Construction Required. No structure shall be moved onto any Lot, except a builder's temporary "manufactured home" type structure, which shall be used by the Declarant or any builder in connection with construction work and activities engaged upon any Lot.

Section 8. Animals. No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any public street or the private property of others without the express or implied consent of the Owner of such other private property. No more than a total of three (3) animals may be kept on any Lot. Pitt bulls and rottweillers are specifically prohibited as household pets. Animals shall be leashed at all times while outside any residential structure and otherwise maintained in accordance with applicable Pasco County ordinances. Pet owners must provide for the immediate removal of any waste from the pet on any portion of the Property. All pets are expressly excluded from the clubhouse and swimming pool area, the tot lot, the basketball court and the tennis court.

Section 9. Signs. No signs of any kind, including "For Rent", "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than two square feet in size, solely advertising the property for sale or rent; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Paragraph 25 herein are exempt from this Section 9. In particular, but not by way of limitation, political signs, signs advertising anything other than a home for sale and signs intended to impart any type of message other than sale of a home are prohibited.

Section 10. Exterior Attachments. No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s),

apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted, provided they have received prior approval from the ACC and otherwise comply with Federal regulation and limitation thereof. Owners shall attempt to screen such devices from view if possible in order to keep the Property free from unsightly television reception devices.

Section 11. Utility Easements. Easements for the installation and maintenance of utilities are reserved as shown on the Plat of the Properties. Within these easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. 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 utility company is responsible.

Section 12. Trees. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or cutting of trees shall be performed in violation of law or of this Declaration.

Section 13. Fences, Wall, and Hedges. Fences, walls and hedges may be constructed or maintained only as permitted by the ACC, but in no event to exceed six (6) feet in height, except that Declarant may construct an eight foot (8') wall along any major roadways adjoining the Property. Fences shall be of shadow box or board on board only made of either wood or PVC materials. The fencing of any Lot shall be limited to fencing of the backyard only. All fencing shall commence at the rear corners of a Dwelling. Any fencing along a property line which abuts a lake or conservation area must be constructed with green vinyl-clad chain-link fencing no higher than four (4) feet, and the eight (8) foot section of "shadowbox" fencing which connects to such a fence shall not exceed four (4) feet in height.

Section 14. Sidewalks. Simultaneously with the construction of a dwelling an any Lot, a four (4) foot wide concrete sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Pasco County, Florida, the line and grade of said sidewalk to be in accordance with the site plan of such Lot approved by the ACC.

Section 15. Commercial Uses. No trade, business, profession or other type

of commercial activity shall be carried on upon any Lot unless permitted by Pasco County as a Home Occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except for commercial uses of the Declarant and any home builder, pursuant to Paragraphs 25 and 26 of this Article.

Section 16. Appearance of Lots. No lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improvements are or are not located thereon, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside after 6:00 PM the day before expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonable necessary for the construction to completion of the improvement for which same is to be used.

Section 17. Lot Upkeep and Maintenance. All Lot Owners with completed residences thereon shall keep and maintain such Owner's Lot (including but not limited to that portion of the Lot between sidewalks, if any, and the street), together with the exterior of all buildings, structures and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation, having the grass regularly cut, and the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth; together with painting, repairing, replacing and caring for roofs, gutter, downspouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted. No Owner shall allow any grass or weed on his or her Lot to attain a height in excess of four (4) inches. Owner is required to install a complete front lawn of floritam sod with irrigation up to at least the front corner of the house. The rear and side yards may be installed with Bahia

sod or better grade.

Section 18. Mailboxes. Mailboxes shall be uniform for each lot type. 50' lots will be served by placing two mailboxes on a single post wherever feasible. Uniformity shall be maintained thereafter by all Owners and no substitute mailboxes or supports shall be permitted.

Section 19. Vehicles.

(a) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, aircraft glider, tandem wheel truck, all terrain vehicle (ATV), or bus shall be permitted to remain on any Lot or public street within the subdivision unless kept inside a garage. Commercial vehicles as defined herein or any truck or vehicle which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the subdivision except on a temporary, short-term basis as defined hereafter. Police cars and government vehicles are excluded from this prohibition. All motor vehicles permitted to be on a Lot must park at all times on pavement, and shall not park on the grass or non-paved area of the Lot. There shall be no parking of any vehicle within the Common Area. Nor shall any vehicle be allowed to park on any street or right-of-way overnight.

(b) Certain Vehicles. No motorcycle, motor bike, motor scooter, moped, ATV or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or tandem axel or tandem wheel vehicle, or the like, shall be permitted to be parked or stored on any Lot, street, road or any other part of the Properties, unless the same shall be stored entirely within and fully enclosed by a garage. No such vehicles may be operated within the Properties except for entering and leaving the Properties and then only if such vehicle is licensed or registered by the State of Florida to operate on public roads and except to the extent any such vehicles may be used by the Declarant prior to turnover.

(c) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours in duration, of commercial or recreational vehicles belonging to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery respectively, of materials from and to dwelling units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots, other Residential Property or Common Property) and commercial and recreational vehicles belonging to or being used by Owners for loading or unloading purposes only.

(d) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity or any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short-term basis only.

(e) Enforcement. Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations, adopted by the Association from time to time, may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recovery of the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

Section 20. Initial Construction, Repair and Rebuilding. Construction of any dwelling or other structure or improvement shall be completed within eight (8) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction 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 and other similar causes.

No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within six (6) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the ACC for approval for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

Section 21. Repainting of Homes. If the exterior of any home (including

trim, doors and garage doors) is repainted, it shall be painted in the same color or as close to the original same color unless an alternative color is approved by the ACC.

Section 22. Window Air Conditioners. Window air conditioning units are not permitted anywhere within the Properties.

Section 23. Street Lighting. Each Lot is subject to the power and authority of the Lighting District created by Pasco County. If at any time hereafter, Declarant requests that a separate street lighting district be organized pursuant to Pasco County Ordinance, or as otherwise provided by law, all Owners of such Lots will upon written request by Declarant; (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) join in any petition to annex contiguous property to the street lighting district.

Section 24. Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in the rear of a residence and shall not be installed or located in such manner as to be exposed to view from any public or private street, unless expressly approved by the ACC. Permanent basketball goals must have clear glass backboard and the design and placement thereof are subject to the approval of the ACC. All portable basketball goals shall be stored away when not in use.

Section 25. Exemption of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns or it or their contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its designated 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 many be reasonably necessary for the conduct of Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of any portion of the Properties. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Declarant and its designated assigns.

Section 26. Exemption of Declarant and Designated Builders. Every person, firm or corporation purchasing a Lot recognizes that Declarant or designated builders shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

Declarant's and builder's rights as defined in Sections 25 and 26 shall terminate when the last Lot is sold to and occupied by a resident. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lots which Declarant or builder may own. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant or a designated builder.

Section 27. Front Doors. The front door of each residence constructed on a Lot shall be maintained in an attractive manner, and therefore no screen doors, storm doors, or the like shall be allowed on such front doors. The original door color shall be maintained unless otherwise approved by the ACC.

Section 28. Front Yards. The front yard of each residence constructed on a Lot shall remain grass, and each Owner is required to maintain such grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by the Declarant utilizes an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized unless otherwise

approved by the ACC. Nothing herein shall prohibit an Owner from employing xeriscape or "Florida-friendly landscape" as defined in the Florida Statutes.

Section 29. Drainage Easements. The Plat reflects certain areas as "Drainage Easements". The Plat provides the following in regard to these areas and each Owner of a Lot is subject thereto:

> "Permanent drainage easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees shrubs, hedges, and landscaping plants other than grass, except as approved by the County Administrator."

Section 30. Swimming Pools and Porch Enclosure. In the event any Owner constructs a swimming pool on a Lot, such swimming pool must be entirely in-ground, and the Owner of the Lot must erect a screen enclosure or a permanent fence built in accordance with the requirements of Pasco County regarding swimming pool fencing. However, this Section shall not create any liability or responsibility on the part of the Declarant or the Association from any claims arising from the lack of a fence and the existing swimming pool. The term swimming pool shall also include any spa, whirlpool bath, or similar device as determined by the ACC. All porch enclosures and fence installation must be approved by the ACC.

Section 31. Outdoor Clotheslines. Outdoor clothesline (either temporary or permanent) are permitted, but shall be screened from view from outside the Lot.

Section 32. Mining, Wells, Underground Installations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tanks, tunnels, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot, whether such use is for water, oil or petroleum products, natural gas, propane or any other substance.

Section 33. Garages. The primary use of all garages in the Properties shall be for the storage of motor vehicles. All garages must be capable, at all times, of containing the number of motor vehicles for which it was designed and motor vehicles shall be parked in the garages, except when in use by the Owner. All garage doors must be closed at all times with the exception of ingress to or egress from the interior of said garage. Notwithstanding the foregoing, the vehicle requirements of Section 19 of this Article shall apply.

Section 34. Lakes and Waterbodies. Lakes and waterbodies within the Properties are designed solely for management of storm water runoff and surface waters. Fishing is permitted and is limited to rod and reel. Access to lakes and waterbodies is only permitted through Common Areas. On those lots bordering lakes and waterbodies, access is restricted only to the lot owner for that portion of any pond or lake abutting a lot.

ARTICLE IV
Membership, Voting Rights, Directors

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

Section 2. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all those Owners, as defined in Section 1, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member is the Declarant as to the Lots it owns. The Class B membership designation may be assigned to any subsequent lot developer or lot builder, but not to any party intending to reside on the Lot. Each Class B Member shall be entitled to three (3) votes for every Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to Class A membership upon the earliest of the following events (the period of time from the date of this Declaration to the date of such event being referred to herein as the "Class B Control Period"):

(1) When seventy-five percent (75%) of the Lots have been deeded to Owners other than the Declarant; or

(2) When the Declarant elects to convert such membership from Class B to Class A.

Section 3. Directors. During the Class B Control Period, Directors of the Association shall be appointed by the Declarant and its designated assigns. After the end of the Class B. Control Period, the Directors of the Association shall be elected in accordance with the By-laws of the Association.

Section 4. Indemnification of Directors and Officers. To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

ARTICLE V
Covenant for Maintenance and Operation Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association, as hereinafter provided:

(a) a capital contribution upon the acquisition of a Lot, which contribution may be used for operating expenses as needed.

(b) annual assessments or charges, which shall include assessments for the maintenance and operation of the Common Area and shall include such reasonable reserves as the Association may deem necessary. These annual assessments may be collected in monthly, quarterly or yearly payments; and

(c) special assessments for capital improvements as provided in Section 3 of this Article. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established and collected from time to time as hereinafter provided; and

(d) other assessments as hereinafter provided for.

The annual, special and other assessments, together with interest thereon and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot for the assessments and the costs of collection of the same, including reasonable attorneys' fees, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. All assessments, whether annual, special or other imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot and may be collected on a monthly, quarterly or yearly basis, as directed by the Board of Directors.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to (i) fund the operations of the Association as elsewhere provided in this Declaration, (ii) promote the health, safety and welfare of the residents in the Property, (iii) for the improvement, repair, replacement and maintenance of the Common Area including, but not limited to, payment for operation and maintenance of improvements to the Common Area, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and (iv) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board of Directors of the Association, benefits all Lots, including the necessary fixtures and personal property related thereto.

Section 4. Other Assessments. Any and all accrued, liquidated

indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 5. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The annual assessment shall be payable in monthly installments due on the first day of each calendar month, or in annual or quarter-annual installments if so determined by the Board of Directors. The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the amount of assessment against each Lot subject to the Association's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the property and assessments, applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Lot Owner liable for said assessments, a certificate in writing signed by an Officer of the Association setting forth whether said assessments have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid. The Association may charge reasonable fees to provide such certificates.

From time to time, the Association, through actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firms or corporations, for the purpose of providing professional management, operation of and maintenance of services for the Common Area.

Section 7. Amount of Monthly Assessments. The initial annual assessment shall be established by the Board of Directors of the Association and shall commence with the conveyance of the first Lot to a Class A member and shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot to Class A Members. Thereafter, the following provisions shall apply:

(a) From and after January 1 of the year immediately following the

conveyance of the first Lot to Class A Members, the maximum annual assessment may be increased, each year, not more than Fifteen (15%) Percent above the maximum assessment for the previous year, without a vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to Class A Members, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, and the quorum for such a meeting shall be at least Sixty Percent (60%), in person or by proxy, of all voting members, and if said quorum is not attained, a second meeting may be called at which the quorum requirement shall be reduced to Thirty Percent (30%).

(c) The assessment for each Lot owned by a Class A Member shall be equal to the assessment for each other Lot owned by a Class A Member. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

(d) Special assessments, as described herein may be made by the Board only by same vote and quorum requirements as is described in subsection (b) above of this Section 7.

(e) So long as Declarant is a Class B Member, Declarant may be excused from paying assessments on a per Lot basis during such period of time as the Declarant funds any deficit between the assessments received from the Class A Owners and actual operating expenses of the Association. Declarant hereby obligates itself to fund such deficit.

(f) The amount of each individual Lot assessment for Class A Members shall be uniform throughout the Properties and shall be an amount equal to a fraction of the total assessment budget, where the numerator is one and the denominator is the total number of Lots in the Properties in accordance with the recorded Plat or Plats thereof.

Section 8. Effect of Nonpayment Assessment; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorneys' fees, as hereinafter provided, thereupon become a

continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devises, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees and the costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to, or an interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 9 of this Article.

Section 9. Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall be subordinate to any tax lien and to the lien of any first mortgage encumbering any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment that cannot be collected as a lien against a Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to the jurisdiction of the Association, including the Lot as to which the foregoing, or conveyance in lieu of foreclosure, took place.

Section 10. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 11. Trust Funds. The entire amount of all regular and special assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots, as their interest may appear, until disbursed as contemplated herein for the purposes for which the assessments were collected.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

ARTICLE VI
Architectural Control

Section 1. Architectural Control Committee. In order to assure that the residences and other buildings, structures, and improvements in the subdivision covered by this Declaration will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the "ACC"). The ACC shall be contacted through the Association's property manager, or if there is no property manager, through the

President of the Association. However, at such time as there are no longer any Class B Members of the Association, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 2. Purpose and Powers of the ACC. The ACC shall have the power to regulate those matters described in this Article VI. The power to regulate shall include the power to prohibit those buildings, structures or improvements deemed inconsistent with the provisions of the Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure or improvement and a detailed site plan showing its proposed location, and ACC shall have approved such plans and specifications and detailed site plan, in writing. The approval of said plans and specifications by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance, drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans an specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records. The Association may charge a reasonable fee for its services in reviewing such plans.

It is the intention of this provision to vest in the ACC the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans specifications and

detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ACC's prior written approval in the manner above provided.

All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within forty-five (45) calendar days after submission by the Owner for approval. If the ACC does not take action to either approve or disapprove the submission within such forty-five (45) day period, the request shall be deemed disapproved.

Section 3. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of , any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, not for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

Section 4. Submission of Plans and Specifications for Review by ACC. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC.

ARTICLE VII
General Provisions

Section 1.Duration. The covenants and restrictions of this Declaration, and

any Supplemental Declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee, the Association, or the Owner of any land subject to this Declaration or any supplemental declaration, and their respective legal representatives, heirs, successors and assigns, 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, unless terminated at the end of any such period by a vote of at least seventy-five percent (75%) of each class of voting members. This and any supplemental declarations may be amended as provided in Section 5 of this Article.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. These covenants and restrictions may be enforced by the Declarant, the Architectural Control Committee, the Association or any Owner of property which is subject to these covenants and conditions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Association with the approval of at least seventy-five percent (75%) of each class of the voting members, and thereafter with the approval of not less than two-thirds (2/3) of the voting members. If the Federal Housing Administration and/or the Veterans Administration insures or guarantees any mortgage loans on Lots within the Property, any such

amendment shall have the prior approval and be contingent upon the approval of the Federal Housing Administration and/or Veterans Administration before being effective as to the Lots in the Property. Provided, however, that no such amendment shall adversely affect the rights and duties of the Declarant without its prior written consent thereto, nor shall any amendment affect the drainage provisions hereunder without the consent of the Southwest Florida Water Management District. Any such amendment shall be recorded in the public records of Pasco County, Florida. Notwithstanding the above, Declarant may amend this Declaration without the consent of any other party within two years of recording if: (a) required by a governmental agency or Southwest Florida Water Management District, or (b) to correct a scrivener's error herein.

Section 6. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or Veterans Administration (VA), if any such agency has insured or guaranteed any mortgage loan on a Lot in the Property:

(a) Mortgaging of Common Area;

(b) Dedication and conveyance of Common Area to any party other than the Association;

(c) Annexation of additional property other than the property described in Exhibit A hereof;

(d) Amendment of this Declaration of Covenants Conditions and Restrictions; or

(e) Merger, consolidation and/or dissolution of the Association.

This Declaration may be submitted to the FHA, and the VA for approval. Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogate from, the provisions of this instrument in the manner and to the extent required by the FHA or the VA in order for such organizations to approve financing of residential houses on Lots within the Property. FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the FHA, or the VA pursuant to this provision.

Section 7. Notice to Lenders. Upon written request to the Association,

identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and By-Laws of the Association, any rules and regulations concerning the Property, and the books, records and financial statements, for the immediate proceeding fiscal year of the Association.

Section 9. Effective Date. This Declaration shall become effective upon its recordation in the Pasco County Public Records.

Section 10. Encroachment Easements. In the event that any improvements on a Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

Section 11. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or By-Laws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern.

Section 12. Interpretation. When the context in which the words are used

in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

Section 13. Additional Land; Removal of Land. During the Class B Control Period, the Declarant has the right to annex any additional land to this Declaration without the approval of the Class A membership and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration. Likewise, during the Class B Control Period, the Declarant may elect to remove land from the provisions of this Declaration without the approval of the Class A membership. Lands shall be annexed or removed upon filing of a supplemental declaration having such effect. As to lands annexed, the Lot Owners of the annexed land shall be members of the Association and shall enjoy all the rights and privileges thereto. During the Class B Control Period, no land may be annexed to or removed from the Property by any party other than the Declarant except with the prior approval of at least two-thirds (2/3) of all voting members.

Section 14. Mortgage or Conveyance of Common Area. The Common Area, or any part of the common area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Class A Members.

Section 15. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of members entitled to cast at least sixty-six percent (66%) of the votes described in Article IV, Section 2, outstanding constitutes a quorum.

ARTICLE VIII
Operation, Maintenance and Monitoring of Surface Water Management System

Section 1. Association Duties. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (hereafter, "SWFWMD" or the "District") for the Surface Water Management System. The Association, shall, when requested by Declarant, accept transfer of the SWFWMD permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for

maintenance, repair and replacement of common elements and Surface Water Management System in perpetuity. Notwithstanding any other provisions of this Declaration to the contrary, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year until the District determines that the mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property.

Section 2. Maintenance. The Association shall maintain, as part of the common elements, any areas designated on the Properties as mitigation areas for wetlands. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates.

Section 3. Lot Owner Duties. At the time of construction of a building, residence, or structure, the Lot Owner of the property under construction shall have the primary responsibility to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. In all events the provisions of Section 1 shall also apply to such construction activities.

Section 4. Prohibited Activities. It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Tampa Permitting Department and all other appropriate governmental entities, including Pasco County.

Section 5. Notice of Permit. Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property.

Section 6. Ponds, Cypress Trees and Conservation Areas. Any ponds or other water areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds are located, subject to any drainage easements that are part of the Plat or provided for herein. It is the exclusive right and obligation of the Association to maintain such ponds and water areas. The area(s) shown as wetland conservation easement on any recorded plat of the Property, shall be left to remain and survive intact in its present (created or

natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or bionomics thereof is hereby prohibited. It is the intention of Declarant that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. Notwithstanding the foregoing, Declarant may change, disturb and affect such areas as permitted or required by law in the course of the development of the Property or Declarant's other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this paragraph, to be the present and existing condition, character and state thereof.

Section 7. Enforcement. SWFWMD shall have the right to enforce this Article (including the right of a civil action for injunction and/or penalties) against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 8. Dissolution of the Association. If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as required pursuant to Article IX of the Articles of Incorporation of the Association.

Section 9. Special Conditions for Side and Rear Lot Line Drainage. The Association and all lot Owners shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Water Management District. No Owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the surface water, wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the SWFWMD. All lot owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the property and reconstruct the intended flow pattern and assess the property owner with the expense.

ARTICLE IX
Exhibits

This Declaration contains four Exhibits as follows, which are an integral part of this Declaration and are incorporated herein by reference:

Exhibit "A" The Property subject to this Declaration
Exhibit "B" Articles of Incorporation of the Association
Exhibit "C" By-laws of the Association
Exhibit "D" Description of initial Common Areas

IN WITNESS WHEREOF, the Declarant has caused these presents to be duly executed in its corporate name, by its duly authorized officer, and its Corporate seal to be affixed hereto the day and year first above written.

WITNESSES:

Print Name: Shirley A. Curley

Print Name: Nives Spicyanic

FC SUNCOAST, LLC, a Florida limited liability company

By: Forest City Land Group, Inc., an Ohio corporation, sole member

By:
Print Name: Frank J. Stringer
Vice President
Address: 5307 Fox Hunt
Wesley Chapel, Florida 33543

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8th day of July, 2003 by Frank J. Stringer as Vice President of Forest City Land Group, Inc., an Ohio corporation as sole member of FC Suncoast LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license for identification.

[AFFIX SEAL]

SHIRLEY A. CURLEY NOTARY PUBLIC STATE OF FLORIDA

Notary Public
Print Name:
My Commission Expires:

SHIRLEY A. CURLEY
Notary Public, State of Florida
My comm. exp. May 9, 2004
Comm. No CC935121

EXHIBIT "A"

Legal Description of lands originally subject to this Declaration:

LEGAL DESCRIPTION: (SUNCOAST LAKES PHASE 1)

A parcel of land lying within Section 12, 13 and 14, Township 25 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commence at Northeast corner of the Northeast 1/4 of Section 13, Township 25 South, Range 17 East, Pasco County, Florida, same also being the Southeast corner of the Southeast 1/4 of Section 12, Township 25 South, Range 17 East, Pasco County, Florida; thence N89°34'15"W along the North line of said Northeast 1/4 of Section 13, for 457.76 feet to the point of intersection with the westerly right-of-way line of State Road No. 589 (Suncoast Parkway) according to the Florida Department of Transportation right-of-way map, Section 97140-2302, same also being the POINT OF BEGINNING; thence along said westerly right-of-way line of State Road No. 589 (Suncoast Parkway), S22°18'24"E, for 316.79 feet to a non-tangent curve; thence continue along said westerly right-of-way line of State Road No. 589 (Suncoast Parkway), 480.32 feet along the arc of a curve to the right, said curve having a radius of 4,383.66 feet, a central angle of 06°16'40", and a chord of 480.08 feet which bears S19°09'43"E; thence leaving said westerly right-of-way line of State Road No. 589 (Suncoast Parkway), S86°14'34"W, for 1,054.70 feet; thence S49°51'21"W, for 50.00 feet to a non-tangent curve; thence 112.59 feet along the arc of a curve to the right, said curve having a radius of 475.00 feet, a central angle of 13°34'53", and a chord of 112.33 feet which bears S33°21'12"E; thence S65°21'03"W, for 256.30 feet to a non-tangent curve; thence 887.64 feet along the arc of a curve to the right, said curve having a radius of 950.00 feet, a central angle of 53°32'05", and a chord of 855.70 feet which bears S00°39'06"W; thence S59°06'50"W, for 367.14 feet; thence N47°06'00"W, for 191.19 feet; thence N46°57'02"W, for 50.00 feet; thence N47°04'57"W, for 116.00 feet to a non-tangent curve; thence 148.84 feet along the arc of a curve to the left, said curve having a radius of 541.00 feet, a central angle of 15°45'47", and a chord of 148.37 feet which bears S35°02'08"W; thence S24°46'25"W, for 65.08 feet; thence S33°28'10"W, for 55.54 feet; thence S49°28'07"W, for 57.84 feet; thence S64°32'44"W, for 58.95 feet; thence S73°51'16"W, for 61.58 feet; thence N87°35'38"W, for 59.78 feet; thence N57°38'52"W, for 57.18 feet; thence N49°33'46"W, for 124.24 feet to a non-tangent curve; thence 232.61 feet along the arc of a curve to the right, said curve having a radius of 484.50 feet, a central angle of 27°30'27", and a chord of 230.38 feet which bears N35°36'09"W; thence N02°08'17"W, for 46.62 feet; thence N42°26'12"E, for 49.65 feet to a non-tangent curve; thence 267.04 feet along the arc of a curve to the left, said curve having a radius of 945.42 feet, a central angle of 16°11'00", and a chord of 266.15 feet which bears N45°08'50"E; thence N52°56'40"W, for 115.84 feet; thence N40°49'14"W, for 25.58 feet; thence N62°15'33"W, for 160.87 feet; thence S27°44'27"W, for 73.09 feet; thence S54°04'56"W, for 246.06 feet; thence S38°39'23"W, for 53.61 feet; thence S51°25'42"W, for 66.95 feet; thence S69°10'51"W, for 45.22 feet to a non-tangent

curve; thence 272.36 feet along the arc of a curve to the right, said curve having a radius of 162.00 feet, a central angle of 96°19'44", and a chord of 241.40 feet which bears N57°40'06"W; thence N36°05'24"W, for 150.52 feet; thence N43°06'29"E, for 53.23 feet to a non-tangent curve; thence 1,926.32 feet along the arc of a curve to the left, said curve having a radius of 2,000.00 feet, a central angle of 55°11'06", and a chord of 1,852.72 feet which bears N56°35'56"W to a non-tangent curve; thence 206.58 feet along the arc of a curve to the left, said curve having a radius of 377.00 feet, a central angle of 31°23'47", and a chord of 204.01 feet which bears N16°43'57"E; thence N89°33'07"W, for 301.23 feet; thence S01°16'12"W, for 21.47 feet; thence S39°11'01"W, for 133.44 feet to a non-tangent curve; thence 114.15 feet along the arc of a curve to the left, said curve having a radius of 454.00 feet, a central angle of 14°24'22", and a chord of 113.85 feet which bears S18°16'34"W; thence S12°04'41"W, for 22.09 feet; thence S05°03'49"W, for 81.70 feet to a non-tangent curve; thence 101.51 feet along the arc of a curve to the right, said curve having a radius of 496.00 feet, a central angle of 11°43'32", and a chord of 101.33 feet which bears S13°55'43"W; thence N70°12'30"W, for 171.00 feet to a non-tangent curve; thence 29.85 feet along the arc of a curve to the left, said curve having a radius of 325.00 feet, a central angle of 05°15'45", and a chord of 29.84 feet which bears N17°09'38"E; thence N59°35'58"W, for 126.67 feet; thence N76°16'34"W, for 96.02 feet to the point of intersection with the North line of Official Records Book 4482, page 121 of the Public Records of Pasco County, Florida; thence N30°24'26"E along said North line of Official Records Book 4482, page 121, for 603.14 feet to the Northwest corner of the Northwest 1/4 of said Section 13; thence S89°33'05"E along the North line of said Northwest 1/4 of Section 13, for 2,640.56 feet to the Southwest corner of the Southeast 1/4 of Section 12, Township 25 South, Range 17 East, Pasco County, Florida; thence N00°15'40"E along the West line of the said Southeast 1/4 of Section 12, for 497.58 feet; thence 49.61 feet along the arc of a curve to the right, said curve having a radius of 84.00 feet, a central angle of 33°50'23", and a chord of 48.89 feet which bears N17°10'52"E to a point of reverse curvature; thence 23.99 feet along the arc of a curve to the left, said curve having a radius of 30.00 feet, a central angle of 45°48'47", and a chord of 23.35 feet which bears N11°11'39"E to a point of reverse curvature; thence 83.17 feet along the arc of a curve to the right, said curve having a radius of 398.00 feet, a central angle of 11°58'25", and a chord of 83.02 feet which bears N05°43'32"W; thence N00°15'40"E along a line 10.00 feet East of and parallel to said West line of the Southeast 1/4 of Section 12, for 227.08 feet; thence 624.34 feet along the arc of a curve to the right, said curve having a radius of 1,190.00 feet, a central angle of 30°03'38", and a chord of 617.20 feet which bears N15°17'29"E to a point of reverse curvature; thence 1,150.11 feet along the arc of a curve to the left, said curve having a radius of 1,110.00 feet, a central angle of 59°21'59", and a chord of 1,099.35 feet which bears N00°38'19"E to a point of reverse curvature; thence 608.67 feet along the arc of a curve to the right, said curve having a radius of 1,190.00 feet, a central angle of 29°18'21", and a chord of 602.05 feet which bears N14°23'30"W; thence N10°19'01"W, for 108.95 feet; thence N00°15'40"E along a line 5.00 feet East of and parallel to the West line of the Northeast 1/4 of Section 12, for 1,543.90 feet to the point of intersection with the South right of way line of State Road No. 52, according to said Florida Department of Transportation right of way map Section 97140-2302; thence along

said South right-of-way line of State Road No. 52, N87°45'43"E, for 120.11 feet; thence leaving said South right-of-way line of State Road No. 52, S00°15'40"W along a line 125.00 feet East of and parallel to said West line of the Northeast 1/4 of Section 12, for 1,549.12 feet; thence S10°50'21"W, for 108.95 feet to a non-tangent curve; thence 567.75 feet along the arc of a curve to the left, said curve having a radius of 1,110.00 feet, a central angle of 29°18'21", and a chord of 561.58 feet which bears S14°23'30"E to a point of reverse curvature; thence 1,233.01 feet along the arc of a curve to the right, said curve having a radius of 1,190.00 feet, a central angle of 59°21'59", and a chord of 1,178.59 feet which bears S00°38'19"W to a point of reverse curvature; thence 582.37 feet along the arc of a curve to the left, said curve having a radius of 1,110.00 feet, a central angle of 30°03'38", and a chord of 575.71 feet which bears S15°17'29"W; thence S00°15'40"W along a line 90.00 feet East of and parallel to said West line of the Southeast 1/4 of Section 12, for 227.08 feet; thence 50.31 feet along the arc of a curve to the left, said curve having a radius of 318.00 feet, a central angle of 09°03'52", and a chord of 50.26 feet which bears S04°16'16"E to a point of compound curvature; thence 31.74 feet along the arc of a curve to the left, said curve having a radius of 30.00 feet, a central angle of 60°36'39", and a chord of 30.28 feet which bears S39°06'31"E; thence N50°10'44"E, for 113.48 feet; thence S89°34'15"E along a line 650.00 feet North of and parallel to the North line of the Northeast 1/4 of Section 13, for 500.00 feet; thence S66°18'31"E, for 1,645.82 feet to the POINT OF BEGINNING.

Containing 7,291,549 square feet or 167.39 acres, more or less.

EXHIBIT "B"

ARTICLES OF INCORPORATION OF THE ASSOCIATION

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC., a Florida corporation, filed on March 31, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000096783. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N03000002774.

Authentication Code: 103A00019834-040203-N03000002774-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Second day of April, 2003

Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATION

OF

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a not for profit corporation under the laws of the State of Florida.

ARTICLE I

NAME

The name of this corporation is HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC., a Florida not for profit corporation (hereafter called the "Association" in these Articles). The initial address of the principal office and the mailing address of the Corporation is 5307 Foxhunt Drive, Wesley Chapel, Florida 33543.

ARTICLE II

OFFICE AND REGISTERED AGENT

The Association's initial registered agent is Richard A. Schlosser, Esq. who maintains a business office at 500 E. Kennedy Blvd., Suite 200, Tampa, Florida 33602. The Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of residential lots and common areas within

that subdivision (hereafter called the "Properties") located in Pasco County, Florida, more particularly described as:

> All of Suncoast Lakes Subdivision, according to the plat or plats thereof, recorded and to be recorded in the Public Records of Pasco County, Florida together with all subsequent additions and supplements thereto.

ARTICLE IV

POWERS

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions for Suncoast Lakes (hereafter called the "Declaration") applicable to the Properties and recorded or to be recorded in the Public Records of Pasco County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of two-thirds (2/3) of each class of members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as two-thirds (2/3) of each class of members determine;

(g) Mergers. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(j) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(k) Litigation. To sue or be sued;

(l) Surface Water Management. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and to contract for services for operation and maintenance of the surface water management system facilities;

(m) Other. Engage in all lawful acts permitted or authorized by law.

ARTICLE V

MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE VI

VOTING RIGHTS

This voting rights of members are set forth in the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to the Association's By-Laws, but at all times it must be at least three (3) members. Directors need not be Association members. The qualification, term, manner of appointment and election of the Directors shall be described in the Association's By-laws. Until the end of the "Class B Control Period" as such term is defined in the Declaration, the Declarant under the Declaration shall have the right to appoint the Directors of the Association.

ARTICLE VIII

DURATION

This Association exists perpetually.

ARTICLE IX

DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida with the consent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation with another homeowner's Association, all of this Association's assets, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water management system facilities shall be granted, conveyed, and assigned to a non-profit corporation or other organization similar to the Association and devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

ARTICLE X

BY-LAWS

This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration, or as may be set forth in any future supplemental declaration, the Members may have authority to approve amendments to the By-laws; in those circumstances such provisions shall control the alteration, amendment or rescission of the By-laws.

ARTICLE XI

AMENDMENTS

Subject to the provisions of Article XII hereafter, amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida. In certain circumstances set forth in the Declaration, or as may be set forth in any future supplemental declaration, the Members may have authority to approve amendments to these Articles by a different percentage than established by law; in those circumstances such provisions shall control the amendment to these Articles.

ARTICLE XII

FHA/VA APPROVAL

During the Class B Control Period, the following actions will require the prior approval of the Federal Housing Administration (FHA) or Veterans Administration (VA):

(a) Amendment of these Articles of incorporation; or

(b) Merger, consolidation and/or dissolution of the Association.

ARTICLE XIII

INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIV

INCORPORATOR

The name and residence of the incorporator is:

Name: Richard A. Schlosser, Esq.

Address: 500 East Kennedy Blvd., Suite 200
Tampa, Florida 33602

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this March 20, 2003.

Richard A. Schlosser
Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Richard A. Schlosser, whose business office is 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.

Richard A. Schlosser
Date: March 28, 2003

EXHIBIT "C"

BY-LAWS OF THE ASSOCIATION

BY-LAWS

OF

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 5307 Foxhunt Drive, Wesley Chapel, Florida 33543 or such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Pasco County, Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS AND INTERPRETATION

The definitions of capitalized terms used in these By-laws are the same as defined in the Declaration of Covenants, Conditions, and Restrictions of Suncoast Lakes recorded in Pasco County, Florida ("Declaration") are hereby incorporated by reference. These By-laws shall be used in conjunction with, and interpreted and explained by reference to the Articles of Incorporation of the Association and the Declaration.

ARTICLE III

MEMBERS AND MEETING OF MEMBERS

Section 1. Qualification for Membership. Qualification for Membership in the Association is set forth in the Articles of Incorporation.

Section 2. Voting Rights. Voting rights of the Members are set forth in the Declaration and Articles of Incorporation of the Association. During the Class B Control Period, Class B Members shall have weighted voting rights as set forth in the Declaration.

Section 3. Annual Meetings. The first annual meeting of the members shall be held in January in the year subsequent to the year of incorporation, and each subsequent regular annual meeting of the members shall be held within the first ninety (90) days of each calendar year thereafter, at the hour of seven o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 5. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place forty-eight (48) hours in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6. Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, thirty percent (30%) of the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum in present.

Section 7. Proxies. At all meetings of members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary

prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the members.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. During the Class B Control Period the Association shall be managed by a board of three (3) directors. Thereafter the Board of Directors shall consist of either three (3) members or such number as determined by the Members at the turnover meeting or at subsequent annual meetings. Members of the Board of Directors need not be Members of the Association, but shall be at least eighteen (18) years of age in order to serve on the Board of Directors.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting. Thereafter, election of directors shall take place at each annual meeting, or appointed as set forth in Section 1, Article V hereof.

Section 3. Removal and Replacement. Any director may be removed from the Board of Directors, with cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. During Class B Control Period. During the Class B Control Period the Declarant shall appoint the members of the Board of Directors, who shall

serve at the pleasure of the Declarant. After the end of the Class B Control Period, nominations and election of members of the Board of Directors shall take place as provided in this Article.

Section 2. Nomination. Nomination for election to the Board of Directors by the Members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. 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 annual meeting. 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 non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. At the first Member's meeting wherein the Members other than the Class B Members are entitled to vote for Directors, the Class B Member(s) shall not cast any votes for Directors.

Section 3. Use of Proxy. For election of members of the Board of Directors, members shall vote in person at a meeting of the members or by a ballot that the Member personally casts.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Meetings. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association, however, no ingress-egress easement to a

Member's home over any portion of the Common Area may be suspended for any reason. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary, and to prescribed their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same; and

(4) collect at first closing on the Lot the balance of the assessment

owing for the remaining portion of the year.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Area, and to establish reserve accounts for replacement of those parts of the Common Area which have a limited useful life span.

(i) initiate or defend litigation on behalf of the Association.

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall

sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws 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.

Section 2. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board members at reasonable times subsequent to transfer of control of the Association to owners other than the Declarant. The Association shall retain these minutes for at least 7 years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for a least seven (7) years.

(i) A current copy of all contracts to which the Association is a party,

including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the Association.

4. Any other records that identify, measure, record, or communicate financial information.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments as listed in the Declaration which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen percent per annum (18%) and the Association may bring an

action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. 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.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and within the center the word "Florida" and the year of incorporation.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors by the Board of Directors.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

ARTICLE XIII

FNMA/FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA):

(a) Amendment of these Bylaws; or

(b) Merger, consolidation and/or dissolution of the Association.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All common areas serving any homeowner's association shall be available to members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidate for public office to appear and speak in common areas.

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such

action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

Adopted pursuant to Organizational Minutes as of March 31, 2003.

EXHIBIT "D"

The initial Common Areas of Suncoast Lakes are the following parcels:

Tracts A, B, C, D, F, G and CC of the Plat of Suncoast Lakes, Phase 1, according to map or plat thereof, to be recorded in the Plat Book, Public Records of Pasco County, Florida.

3/

2008062542

Rcpt: 1176910 Rec: 27.00
DS: 0.00 IT: 0.00
04/28/08 _____ Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
04/28/08 11:10am 1 of 3
OR BK 7821 PG 1521

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire
Address:
Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

R

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNCOAST LAKES

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes, as described in Official Records Book 5434, Pages 88 - 121, *et. seq.* of the Public Records of Pasco County, Florida, were duly approved in the manner required therein at the reconvened annual meeting of the membership held on April 4, 2008.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of April, 2008, at Pasco County, Florida.

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

By: _____
Christopher Cooley, President

Attest: _____
Jerry Pemberton, Secretary

WITNESSES:

_____
Signature of Witness #1

Jill Sculerati
Printed Name of Witness #1

_____
Signature of Witness #2

CURTIS O. ZEIGLER
Printed Name of Witness #2

ADOPTED AMENDMENTS TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SUNCOAST LAKES

1. Article VII, Section 5, of the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes is amended to read as follows:

Section 5. Amendment. This Declaration may be amended by the members at a duly called meeting at which a quorum is present. Two-thirds of the voting interests present, in person and by proxy, must approve of the proposed changes. If the Federal Housing Administration and/or the Veterans Administration insures or guarantees any mortgage loans on Lots within the Property, any such amendment shall have the prior approval and be contingent upon the approval of the Federal Housing Administration and/or Veterans Administration before being effective as the Lots in the Property. Provided, however, that no such amendment shall adversely affect the rights and duties of the Declarant without its prior written consent thereto, nor shall any amendment affect the drainage provisions hereunder without the consent of the Southwest Florida Water Management District.. Any such amendment shall be recorded in the public records of Pasco County, florida. Notwithstanding the above, Declarant may amend the Declaration without the consent of any other party within two years of recording if: (a) required by a governmental agency or Southwest Florida Water Management District, or (b) to correct a scrivener's error herein.

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, the undersigned authority, personally appeared Christopher Cooley and Jerry Pemberton, to me known to be the President and Secretary, respectively, of Homeowners Association at Suncoast Lakes, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under the authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 15 day of April, 2008.

ELLEN L. MORGADO
MY COMMISSION # DD499438
EXPIRES: March 04, 2010
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY
NOTARY PUBLIC STATE OF FLORIDA

Ellen L Morgado
Notary Public, State of Florida at Large

Printed Name: Ellen L Morgado

My commission expires:

W:\R-thru-Z\Suncoast Lakes\CERTAMD.wpd

2008136003

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire
Address:
Robert L Tankel, P A
1022 Main Street, Suite D
Dunedin, Florida 34698

Rcpt 1203985 Rec 44 00
DS 0 00 IT. 0 00
09/18/08 _____ Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
09/18/08 10 21am 1 of 5
OR BK 7927 PG 1569

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNCOAST LAKES

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes, as described in Official Records Book 5434, Pages 88 - 121, *et seq*, of the Public Records of Pasco County, Florida, were duly approved in the manner required therein at the reconvened annual meeting of the membership held on July 22, 2008.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of August, 2008, at Pasco County, Florida

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

By: Jill Sculerati
Jill Sculerati, Vice President

Attest: _____
Jerry Pemberton, Secretary

WITNESSES:

_____
Signature of Witness #1

Curtis O. Zeigler
Printed Name of Witness #1

_____
Signature of Witness #2

EDWIN CARDONA
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, the undersigned authority, personally appeared Jill Sculerati and Jerry Pemberton, to me known to be the Vice President and Secretary, respectively, of Homeowners Association at Suncoast Lakes, Inc , and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under the authority vested in them by said corporation. They are personally known to me or have produced Drivers License and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 26 day of August, 2008.

Notary Public, State of Florida at Large

Printed Name: Christopher K. Corley

My commission expires.

April 13, 2012

State of FLORIDA
County of PASCO
On this 26 day of August
before me personally appeared

to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
SEAL (signed) _____
NOTARY PUBLIC

W \R-thru-Z\Suncoast Lakes\CERTAMD2 wpd

ADOPTED AMENDMENTS TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

1. Article II, Section 9 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows.

ARTICLE II
Property Rights

Section 9. (A) Association's Enforcement Rights. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association

The Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot or parcel of real property subjected to this Declaration to cure any violation of these covenants, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing maintenance or repair shall be at the expense of the Owner of the Lot or parcel of property on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation shall not be a trespass and the Association shall not be liable for any damages on account of the entry

The Rights of the Association described in this Section shall not be construed as a limitation of the rights of the Association or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violation the Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action taken by the Association to enforce the provisions of these Covenants, whether or not litigation is filed or initiated, the Association shall be entitled to recover its reasonable attorney's fees and costs.

(B) Association's Enforcement Rights - Other Assessments. Any amounts owed by any Owner to the Association as a result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or homes shall be due and payable within thirty (30) days from the date of mailing a statement for such amounts from the Association If any of said sums are not paid when due, they shall be added to and become part of the annual assessment to which the Lot is subject and enforceable as provided in these Covenants.

2. Article III, Section 9 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows.

ARTICLE III
Restrictions on Subdivision Lots

Section 9. Signs. No sign of any kind, including "for rent", "for sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of homes), except for ONE (1) professionally lettered sign not more than two (2) feet by three (3) feet or six (6) square feet, solely for advertising the property for sale or rent. (Omit the builder specs) Signs permitted pursuant to Paragraph 25 herein are exempt from this Section 9. In particular, but not by way of limitation, political signs, signs advertising anything other than a home for sale or rent, and signs intended to impart any type of message other than the sale or rent of a home are prohibited.

3. Article III, Section 13 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 13. Fences, Walls and Hedges. Fences, walls and hedges may be constructed or maintained only as permitted by the ACC, but in no event shall exceed six (6) feet in height. Fences shall be constructed of the following type and materials: shadow box or board-on-board only made of either wood or PVC materials or black wrought iron style. The fencing on any lot shall be limited to a setback of twenty-four (24) feet or more from the front corners of the dwelling. If the dwelling is on a cul-de-sac or pie-shaped lot where the setback is less than the neighboring dwelling, the fence may only be constructed with a minimum setback of eight (8) feet from the front corners of the neighboring dwelling (*Clarification*· If your house is in front of another house, you cannot start your fence where it would be constructed in front of your neighbor's house) Any fencing along a property line which abuts a lake or conservation area must be of "see-through" type constructed with either green vinyl-clad chain-link fencing, wrought iron style fencing, or white PVC fencing no higher than four (4) feet, and the eight foot wide section of fencing which connects to such a fence shall not exceed four feet in height. Such fencing may not be of shadow box or "privacy" construction and cannot impede the view of the pond or conservation areas

4. Article III, Section 30 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 30. Swimming Pools and Porch Enclosure. In the event an owner constructs a swimming pool on a Lot, such swimming pool must be entirely in-ground and the Owner of the Lot must erect a screen enclosure or a permanent fence, built in accordance with the requirements of Pasco County regarding swimming pool fencing. However, this section shall not create any liability or responsibility on the part of the Association from any claims arising from the lack of a fence and the existing swimming pool. The term "swimming pool" shall include any spa, whirlpool bath, or similar structure as determined by the ACC in relation to the enclosure and fencing requirements. However, spas, whirlpool baths, or similar products are not required to be constructed in-ground, and may not exceed dimensions of fourteen by fourteen (14 X14) feet or one hundred ninety-six (196) square feet. All porch enclosures and fence installation must be approved by the ACC.

5. Article III, Section 32 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 32. Mining, Wells, Underground Installations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tunnels, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot. Tanks to be used for propane, natural gas or other similar use are permitted, and must be installed underground by a licensed contractor

6. Article III, Section 33 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 33. Garages. The primary use of all garages in the Properties shall be for the storage of motor vehicles. All garage doors must be closed at all times with the exception of ingress to or egress from the interior of said garage. Notwithstanding the foregoing, the vehicle requirements of Section 19 of this Article shall apply

S/H

INSTRUMENT#: 2014078490, O BK 22452 PG 1447-1449 03/07/2014 at 03:22:47 PM, DEPUTY CLERK: BLEE Pat Frank, Clerk of the Circuit Court Hillsborough County

Prepared by and return to:
Marielle Westerman, Esq.
Westerman White Zetrouer, P.A.
146 2nd St. N, Suite 100
St. Petersburg, FL 33701

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

2014052720

The undersigned officers of Homeowners Association at Suncoast Lakes, Inc., the corporation in charge of the operation and control of Homeowners Association at Suncoast Lakes, Inc., according to the Declaration of Covenants, Conditions & Restrictions thereof as recorded in Official Records Book 5434, Page 88 et seq., of the Public Records of Pasco County, Florida, hereby certify that the following attached amendment to the Declaration of Covenants, Conditions & Restrictions was proposed and approved by majority vote of the Board of Directors at a board meeting held on December 12, 2013, and approved by vote of not less than two-thirds of the parcel owners present at a membership meeting held on January 16, 2014. The undersigned further certify that the amendment was proposed and approved in accordance with the homeowners association documentation and applicable law.

IN WITNESS WHEREOF, Homeowners Association at Suncoast Lakes, Inc. has caused this Certificate to be executed in its name on March 4, 2014, 2014.

Witness

By: Kelley Cate
(name, typed or printed)

Witness
Signature: Kelley Cate

Witness

By: Monica Dromgoole
(name, typed or printed)

Witness
Signature: Monica Dromgoole

The Homeowners Association at Suncoast Lakes, Inc.
By: Kenneth S. Custer
Signature

KENNETH S. CUSTER
(name, typed or printed)
President

ATTEST:
By: John Calderon
Signature

JOHN CALDERON
(name, typed or printed)
Secretary

Rcpt: 1593804 Rec: 27.00
DS: 0.00 IT: 0.00
04/04/14 E. Munguia, Dpty Clerk

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to or affirmed and signed before me on MARCH 4, 2014 by KENNETH CUSTER and JOHN CALDERON (president, name of person making statement).

Lisa M. Kazes
(Signature of Notary Public-State of Florida)

NOTARY PUBLIC STATE OF FLORIDA
LISA M. KAZES
MY COMMISSION # DD 971264
EXPIRES: April 11, 2014
Bonded Thru Budget Notary Services

Lisa M. Kazes
(Print, Type, or Stamp Commissioned Name of Notary Public)

✓ Personally Known
Produced Identification
Type of Identification Produced FL DRIVER'S LICENSE

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/04/14 12:23pm 1 of 3
OR BK 9015 PG 2078

R Bush Ross PA
PO Box 3913
Tampa Fl 33601

ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
THE HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

ARTICLE III
RESTRICTIONS ON SUBDIVISION LOTS

Section 35. Leasing of Homes. All leases of homes within the Association shall be subject to this Section.

Section 35.1. Lease Approval.

a. Any homeowner wishing to lease his/her property shall submit an application to the Association through the Management Company or other entity designated by the Board, together with an application review fee of $25.00. Along with the leasing application, the homeowner shall provide to the Association a copy of a credit and background check for each individual over the age of 18 that will occupy the home under the proposed lease. Additionally, each individual over the age of 18 wishing to occupy the home shall sign an acknowledgment form provided by the Association stating that he/she has been made aware of and provided access to a copy of the Homeowners Association at Suncoast Lakes, Inc. Declaration of Covenants, Conditions, and Restrictions, the Bylaws, Articles of Incorporation and any rules and regulations. The homeowner shall be notified within fourteen (14) days of receipt of the lease application, credit and background check and acknowledgement form whether the proposed lease has been approved by the Association. Other than the limitation set forth in section 35.3 below, the only reason for disapproval of a proposed lease is if a proposed tenant/occupant of the home has been convicted of a crime as follows:

1. Type I Criminal Convictions- the proposed tenant, or any person who will reside in the home with the tenant has been convicted at any time of a sexually based crime (whether misdemeanor or felony) and or a violent felony crime against persons (including, but not limited to, murder, aggravated battery, aggravated assault).

2. Type 2 Criminal Convictions the proposed tenant or any person who will reside in the home with the tenant has been convicted within the past four years from the date of the lease of burglary, theft, robbery, and or a drug offense (including, but not limited to, felony drug possession or drug trafficking).

b. An owner will not have to submit a new lease application for any renewal of an approved lease provided that the originally approved tenants/occupants of the home still reside in the home and no additional new tenants/occupants occupy the home. If an approved occupant should be convicted of either a Type I or Type 2 conviction while residing in the home or if any approved occupant of the home fails to observe any of the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-laws, the Articles of Incorporation, or the rules and regulations of the Association, the Owner will not be permitted to renew the current approved Lease and must have the tenants vacate the home at the end of the Lease Term. Thereafter, if the Owner wishes to Lease the property again he/she must comply with section 35.1(a) above.

35.2 Right to Collect Rents. Pursuant to and in full compliance with Florida law, the Association shall have the right to collect rent directly from a tenant in the event an owner is delinquent of the payment of any monetary obligation owed to the Association.

35.3 Leasing Limitations. No single business entity (including corporations, limited liability companies, partnerships, trusts, co-operatives, etc.), person, or family shall be approved and may not lease more than three Lots within the Association. This section shall not apply to any Lot or home owned by the Association.

(The remaining provisions of Article III remain in full force and effect.)

Prepared by and return to:
Michelle T Reiss, Esquire
Appleton Reiss, PLLC
501 E. Kennedy Blvd. Ste. 802
Tampa, FL 33602

[space above line for recording information]

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNCOAST LAKES

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes ("Declaration") was recorded in O.R. Book 5434, Page 88 and thereafter supplement and amended, all in the public records of Pasco County, Florida;

WHEREAS, Article VII, Section 5 of the Declaration provides that the Declaration may be amended by the members at a duly called meeting at which a quorum is present where two-thirds of the voting interests present, in person or by proxy, approve the proposed amendment; and

NOW, THEREFORE, Gregory Esau, as President, and Patrick J. Schaefer, as Secretary, of the Association, do hereby certify that the following amendment to Article V, Section 8 of the Declaration has been approved by at least two-thirds of the voting interests present in person or by proxy at a meeting of the membership held on April 17, 2019:

Article V, Section 8 of the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes is hereby amended to read as follows:

Section 8. Effect of Nonpayment Assessment; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon, late fees, and the costs of collection thereof, including attorneys' fees and administrative and management fees, as hereinafter provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devises, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law~~,~~. In addition, the Board may charge a late fee for each unpaid assessment installment, as permitted by law, as amended from time to time. The amount of the late fee shall be established by the Board from time to time but in no event shall be less than $25 per unpaid assessment installment, unless otherwise provided by law. ~~and t~~The Association may bring an action at law against the Owner

personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, interest, late fees, the costs of collection of same, including, but not limited to, reasonable administrative and management fees and attorneys' fees and ~~the~~ costs ~~of preparing and filing the claim of lien and the complaint in any such action~~. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove, late fees, and costs of collection, including administrative and management fees, and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to, or an interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 9 of this Article.

CODING: New language is marked with a double underline and deleted language is marked with a ~~strike-through~~ line.

Signed, sealed and delivered in presence of:

Print name: Corey C. Denninger

Print name: Heather Griffey

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

By: _____
Gregory Esau, President

Signed, sealed and delivered in the presence of:

Print name: Brook Summers

Print name: Valerie Sharron

ATTEST:

By: _____
Patrick J. Schaefer, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 15th day of May, 2019, by Gregory Esau and Patrick J. Schaefer, as President and Secretary, respectively, of the Homeowners Association at Suncoast Lakes, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 15th day of May, 2019.

Amanda L Meyers
NOTARY PUBLIC, State of Florida
My Commission Expires:
2/06/21

AMANDA L. MEYERS
MY COMMISSION # GG068979
EXPIRES February 06, 2021

Prepared by and return to:
Michelle T Reiss, Esquire
Appleton Reiss, PLLC
215 N. Howard Ave., Ste. 200
Tampa, FL 33606

[space above line for recording information]

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNCOAST LAKES

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes ("Declaration") was recorded in O.R. Book 5434, Page 88 and thereafter supplement and amended, all in the public records of Pasco County, Florida;

WHEREAS, Article VII, Section 5 of the Declaration provides that the Declaration may be amended by the members at a duly called meeting at which a quorum is present where two-thirds of the voting interests present, in person or by proxy, approve the proposed amendment; and

NOW, THEREFORE, Gregory Esau, as President, and Patrick J. Schaefer, as Secretary, of the Association, do hereby certify that the following amendments to Article III, Sections 21 and 35 of the Declaration have been approved by at least two-thirds of the voting interests present in person or by proxy at a meeting of the membership held on November 17, 2021:

I. Article III, Section 21 of the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes is hereby amended to read as follows:

Section 21. Repainting of Homes. If the exterior of any home or any part thereof (including trim, doors and garage doors) is repainted, it shall be painted in the same color or as close to the original same color unless the owner obtains the prior written approval of the ACC to paint the exterior of the home, or any portion thereof, in an alternative color ~~is approved by the ACC~~. The garage door of the home must be painted either the same color as the exterior of the home or the same color as the front door. The Association or the ACC, subject to the approval of the Board, may adopt rules, regulations, and/or guidelines restricting the paint colors and color schemes that may be used in the community.

II. Article III, Section 35 of the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes is hereby amended to read as follows:

Section 35.1. Lease Approval and Application Procedures. No Owner shall lease a Lot or Dwelling, or any part thereof, without the prior written approval of the Association. The

Association's Board of Directors may promulgate reasonable policies, procedures, rules and regulations for approval of leases from time to time. - Any homeowner wishing to lease his/her property shall submit an application to the Association through the Management Company or other entity designated by the Board, in a form approved by the Association, together with an application ~~review~~ fee of $~~25~~100.00, or such other amount as determined by the Board from time to time. Along with the leasing application, the homeowner shall provide to the Association a copy of the lease agreement, a credit and background check for each individual over the age of 18 that will occupy the home under the proposed lease, and any other documentation reasonably requested by the Association. Additionally, each individual over the age of 18 ~~wishing to~~ who shall occupy the home shall sign an acknowledgment form provided by the Association stating that he/she has been made aware of and provided access to a copy of the Homeowners Association at Suncoast Lakes, Inc. Declaration of Covenants, Conditions. and Restrictions, the Bylaws, Articles of Incorporation, and any rules and regulations and agrees to abide with all of the foregoing and any amendments thereto. The homeowner shall be notified within fourteen (14) days of receipt of the lease application, credit and background check and acknowledgement form whether the proposed lease has been approved by the Association. ~~Other than the limitation set forth in section 35.3 below, the only reason for disapproval of a proposed lease is if a proposed tenant/occupant of the home has been convicted of a crime as follows:~~

~~1. Type I Criminal Convictions- the proposed tenant, or any person who will reside in the home with the tenant has been convicted at any time of a sexually based crime (whether misdemeanor or felony) and or a violent felony crime against persons (including, but not limited to, murder, aggravated battery, aggravated assault).~~

~~2. Type 2 Criminal Convictions the proposed tenant or any person who will reside in the home with the tenant has been convicted within the past four years from the date of the lease of burglary, theft, robbery, and or a drug offense (including, but not limited to, felony drug possession or drug trafficking).~~

No tenant, prospective tenant, or any household member, guest, or invitee of any tenant or prospective tenant shall occupy the Lot or Dwelling until the Owner receives written approval from the Association to lease the Lot or Dwelling. All Lease Agreements must be in writing.

~~b.~~ An owner will not have to submit a new lease application for any renewal of an approved lease provided that the originally approved tenants/occupants of the home still reside in the home and no additional new tenants/occupants occupy the home. If an approved occupant should be convicted of ~~either a Type I or Type 2 conviction~~ of a dangerous crime or felony, as determined by the Board in its sole discretion, while residing in the home or if any ~~approved~~ occupant of the home failed or fails to observe any of the provisions of the Declaration of Covenants, Conditions and Restrictions, the By-laws, the Articles of Incorporation, or the rules and regulations of the Association, the Owner will not be permitted to renew the current approved Lease and ~~must have~~ the tenants must vacate the home at or before the end of the Lease Term. Thereafter, if the Owner wishes to Lease the property again, he/she must ~~comply with section 35.1(a) above~~ submit a new application and comply with all of the terms of this section.

Section 35.2. General Lease Terms. No lease may be for a term of less than one (1) year, and no Lot or Dwelling may be leased more than two (2) times in any calendar year. No Owner may lease

a Lot or Dwelling within the first year of ownership. This provision does not apply to any Lot owned by the Association. Subleasing is prohibited. Lots may be leased only in their entirety and no fraction or portion thereof shall be leased. Lots may be leased and used for single-family occupancy only. No bed and breakfast facility may be operated on any Lot. Individual rooms shall not be leased on any basis. No transient tenants, licensees or similar occupants shall occupy a Dwelling or Lot. Advertising a Lot or Dwelling, or any portion thereof, as a hotel, motel, transient or temporary housing, or vacation rental, including via VRBO or Airbnb, is prohibited. Only persons listed on the approved lease and the Lease Application may reside in the Dwelling or Lot. In no event shall an Owner lease a Lot if a proposed tenant or occupant is a sexual offender or sexual predator as those terms are defined in Sections 775.21, Florida Statutes and 943.0435, Florida Statutes, as same may be amended from time to time.

Section 35.3. Leasing Cap. No more than 15 percent of Lots may be leased at any time ("Lease Cap"). Once the Lease Cap is reached, the Association will maintain a wait list of Owners seeking to lease their property in the order received. Once the number of Lots leased falls below the Leasing Cap, the Association will contact the first Owner on the waiting list. Such Owner shall have 30 days from the date they are contacted by the Association in order to lease their property, which includes submitting a Lease Application, Lease Application Fee, and proposed lease, and otherwise complying with the Lease Application Procedures and obtaining the approval of the Association as set forth herein. If the Owner is not able to enter into an approved lease within 30 days from the date they are contacted by the Association, their name shall be moved to the bottom of the wait list and the next Owner shall be contacted and given the opportunity to lease their property pursuant to the procedures set forth herein. Any lease which was approved by the Association and is in effect on the effective date of this amendment ("Existing Lease") shall not be considered in violation of this provision. Existing Leases may continue in effect and may be renewed under the same terms and conditions without violating this provision. The Association will not approve any new leases, including any modification of any Existing Lease, after the effective date of this amendment except in accordance with the provisions of this section and Florida law.

Section 35.~~2~~4. Right to Collect Rents. Pursuant to and in full compliance with Florida law, the Association shall have the right to collect rent directly from a tenant in the event an owner is delinquent of the payment of any monetary obligation owed to the Association.

Section 35.~~3~~5. Leasing Limitations. Regardless of the number of Lots owned, n~~N~~o single business entity ~~(including corporations, limited liability companies, partnerships, trusts, co-operative, etc.)~~, person, or family shall be ~~approved and may not~~ permitted to lease more than ~~three~~ one Lots within the Association at any time. For purposes of this section a "business entity" means and includes any corporation, limited liability company, partnership trust, or cooperative, and any and all affiliates, subsidiaries, or related entities thereof. Accordingly, by way of example, if a corporate entity and its affiliates collectively owned five Lots in the community, only one of the five Lots

would be eligible to be leased at any time, subject to the other terms and conditions set forth herein. This section shall not apply to any Lot or home owned by the Association.

Section 35.6. Compliance and enforcement. Each Owner shall be responsible for the actions and omissions of the Owner's tenants, as well as their co-occupants, guests and invitees. All Lease Agreements shall state, or shall be deemed to state, that a violation of the Governing Documents by the tenants, including their co-occupants, guests, or invitees, is deemed to be a default under the terms of the Lease Agreement, which authorizes the Owner to terminate the Lease Agreement without liability and to evict the tenant and all others from the Lot in accordance with Florida law. By acceptance of a deed to a Lot, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant, and their co-occupants, guests or invitees, should the tenant or their co-occupants, guests or invitees refuse or fail to comply with the Governing Documents.

Section 35.7. Liability for Damage to Association Property. In the event that any tenant or occupant of a Lot causes damage to the Common Area or Association property, the Owner and tenant or occupant shall be jointly and severally liable for the cost to repair such damage. Notwithstanding anything herein to the contrary, the Association shall have the right to make any and all repairs necessary to maintain, repair, and/or restore the damaged Common Area and/or Association property, and the Association shall assess the cost of doing so as an assessment against the Owner's Lot pursuant to Article V, Section 4 of this Declaration.

CODING: New language is marked with a double underline and deleted language is marked with a ~~strike-through~~ line.

Signed, sealed and delivered in presence of:

Print name: Gregory ESAU

Print name: PATRICK J. Schaefer

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.

By: Gregory Esau
Gregory Esau, President

Signed, sealed and delivered in the presence of:

Gretchen Denninger
Print name: Gretchen Denninger

Print name: Gregory ESAU

ATTEST:

By:
Patrick J. Schaefer, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this 30 day of NOVEMBER, 2021, by Gregory Esau and Patrick J. Schaefer, as President and Secretary, respectively, of the Homeowners Association at Suncoast Lakes, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 30 day of NOVEMBER, 2021.

NOTARY PUBLIC, State of Florida
My Commission Expires:

LOUIE RODRIGUEZ
Notary Public, State of Florida
My Comm. Expires Jun. 21, 2024
No. HH 12524

5

2004175276

Rcpt: 816648 Rec: 44.00
DS: 0.00 IT: 0.00
09/17/04 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
09/17/04 01:32pm 1 of 5
OR BK 6031 PG 744

Prepared by and return to:
Richard A. Schlosser, Esq.
Bricklemyer Smolker & Bolves P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, Florida 33602
File 14311

FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNCOAST LAKES (Phase 3)

This First Supplement to Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes is made as of this 15th day of September 2004, by **FC SUNCOAST, LLC**, a Florida limited liability company, whose address is 5307 Foxhunt Drive, Wesley Chapel, Florida 33543, (hereafter referred to as "Declarant"), and **HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.**, a Florida not-for-profit corporation, 5307 Foxhunt Drive, Wesley Chapel, Florida 33543 (hereafter referred to as "Association"),

RECITALS:

WHEREAS, Declarant recorded the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes on the real property described therein at O.R. Book 5434, Page 88 of the public records of Pasco County, Florida, (hereafter, the "Declaration") and

WHEREAS, pursuant to Article VII, Section 13 of the Declaration, Declarant reserved to itself the right to annex additional land to the Declaration to become part of the Property as defined therein and it was contemplated then that there would be additional phases of Suncoast Lakes, and

WHEREAS, the Declarant desires to add the property described as follows:

> All of Suncoast Lakes Phase 3, according to the plat or map thereof recorded in Plat Book 50, Pages 74 through 87, Public Records of Pasco County, Florida (hereafter, "Suncoast Lakes Phase 3")

to the common plan of development of Suncoast Lakes and which shall be part of the "Property" as defined in Article 1 of the Declaration; other capitalized terms used herein have the meanings defined in the Declaration.

NOW THEREFORE, Declarant and the Association hereby amend the Declaration as follows (all capitalized terms used herein have the same meanings as defined in the Declaration):

1. Recitals. The recitals contained herein are acknowledged as being true and correct and are incorporated herein by reference.

2. Annexation. The Declarant hereby declares that Suncoast Lakes Phase 3 described above shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes recorded at O.R. Book 5434, Page 88, Pasco County, Florida as amended through the date hereof and as hereafter amended and supplemented from time to time, which is for the purpose of protecting the value and desirability of, and which shall run with, said property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof. All of the terms, conditions, rights, duties and obligations described in the Declaration shall apply fully to the Suncoast Lakes Phase 3 property as a result of this First Supplement to Declaration. The initial phase contains a total of 219 lots. Phase 3 contains 168 lots. After the annexation of Suncoast Lakes Phase 3 to the Declaration, the "Property" as defined in the First Supplement to Declaration shall contain a total of 387 Lots. Declarant reserves the right to annex additional lands to the Declaration as provided therein.

At this time there is no Phase 2 of Suncoast Lakes.

3. Common Areas. The Common Areas within Suncoast Lakes Phase 3 are the following tracts of land designated on the Plat of Suncoast Lakes Phase 3 as:

Tracts, B, C, and E

The Association shall manage, operate, and maintain the foregoing Common Areas in accordance with the Declaration, at the cost and expense of the Association.

4. Membership in the Association. All Owners of Lots within Suncoast Lakes Phase 3 shall be Members of the Association, with all of the rights, duties, and obligations of a Member, set forth therein.

5. Ratification of Declaration. In all other respects, the Declaration remains in full force and effect and is not amended or effected hereby.

IN WITNESS WHEREOF, the parties have caused this First Supplement to Declaration to be duly executed the date stated above.

WITNESSES:

Shirley A. Curley
Print Name: Shirley A. Curley

William B. Willard
Print Name: William B. Willard

FC SUNCOAST, LLC, a Florida limited liability company

By: Forest City Land Group, Inc., an Ohio corporation, its sole member

By: _____
Print name: Frank J. Stringer
Its: Vice President

As to the Declarant

Shirley A. Curley
Print Name: Shirley A. Curley

William B. Willard
Print Name: William B. Willard

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC., a Florida not-for-profit corporation

By: _____
Print name: _____
Its: _____

As to the Neighborhood Association

STATE OF FLORIDA
COUNTY OF ~~HILLSBOROUGH~~ Pasco

The foregoing instrument was acknowledged before me this 15th day of September 2004 by Frank J. Stringer, as Vice President of Forest City Land Group, Inc., sole member of FC Suncoast, LLC, a Florida limited liability company on behalf of said company. He ☐ is personally known to me or ☐ has produced _____ as identification.

Shirley A. Curley
Notary Public
Print name: _____

SHIRLEY A. CURLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD296921
EXPIRES 05/09/2008
BONDED THRU 1-888-NOTARY1

[Notary Seal]

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 15th day of September 2004, by Frank J. Stringer, President of Homeowners Association at Suncoast Lakes, Inc., a Florida not for profit corporation on behalf of the corporation. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

Shirley A. Curley
Notary Public
Print name: _____

[Notary Seal]

SHIRLEY A. CURLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD296921
EXPIRES 05/09/2008
BONDED THRU 1-888-NOTARY1

CONSENT AND JOINDER OF MORTGAGEE

Bank of America, N.A. is the holder of a Mortgage on the Suncoast Lakes Phase 3 Property pursuant to a Mortgage recorded in O.R. Book 5206, Page 1253, Public Records of Pasco County, Florida, encumbering the Property, and hereby joins in and consents to the recording of this Declaration and subordinates its lien in and to the easements set forth in this Declaration.

WITNESSES

Nancy A. Diedrich
Print Name: NANCY A. DIEDRICH

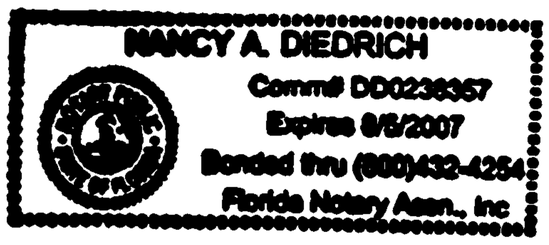
Jacque F Perdue
Print Name: Jacque F. Perdue

Bank of America, N.A., a national banking association

By: _____
Print Name: Dean W. Kuna
Title: Sr. Vice President
Address: 1410 N. Westshore Blvd., Suite 100
Tampa, Florida 33607

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2nd day of September 2004, by Dean W. Kuna, as Sr. Vice President of Bank of America, N.A., a national banking association, on behalf of said bank. He ☑ is personally known to me or ☐ has produced _____ as identification.



Nancy A. Diedrich
Notary Public
Print name: NANCY A. DIEDRICH

[Notary Seal]

5/2

2005062124

Rept: 870350 Rec: 44.00
DS: 0.00 IT: 0.00
04/04/05 _____ Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
04/04/05 09:57am 1 of 5
OR BK 6301 PG 807

R

Prepared by and return to:
Richard A. Schlosser, Esq.
Bricklemyer Smolker & Bolves P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, Florida 33602
File 14311

SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUNCOAST LAKES (Annexing Phase 2)

This Second Supplement to Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes is made as of this 11 day of ~~February~~ March 2005, by **FC SUNCOAST, LLC,** a Florida limited liability company, whose address is 5307 Foxhunt Drive, Wesley Chapel, Florida 33543, (hereafter referred to as "Declarant"), and **HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.,** a Florida not-for-profit corporation, 5307 Foxhunt Drive, Wesley Chapel, Florida 33543 (hereafter referred to as "Association"),

RECITALS:

WHEREAS, Declarant recorded the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes on the real property described therein at O.R. Book 5434, Page 88; amended by First Supplement thereto recorded at O.R. Book 6031, Page 744, all of the public records of Pasco County, Florida (hereafter, the "Declaration") and

WHEREAS, pursuant to Article VII, Section 13 of the Declaration, Declarant reserved to itself the right to annex additional land to the Declaration to become part of the Property as defined therein and it was contemplated then that there would be additional phases of Suncoast Lakes, and

WHEREAS, the Declarant desires to add the property described as follows:

All of Suncoast Lakes Phase 2, according to the plat or map thereof recorded in Plat Book 51, Pages 41 through 25, Public Records of Pasco County, Florida (hereafter, "Suncoast Lakes Phase 2")

to the common plan of development of Suncoast Lakes and which shall be part of the "Property" as defined in Article 1 of the Declaration; other capitalized terms used herein have the meanings defined in the Declaration.

NOW THEREFORE, Declarant and the Association hereby amend the Declaration as follows (all capitalized terms used herein have the same meanings as defined in the Declaration):

1. Recitals. The recitals contained herein are acknowledged as being true and correct and are incorporated herein by reference.

2. Annexation. The Declarant hereby declares that Suncoast Lakes Phase 2 described above shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes recorded at O.R. Book 5434, Page 88, Pasco County, Florida as amended and supplemented through the date hereof and as hereafter amended and supplemented from time to time, which is for the purpose of protecting the value and desirability of, and which shall run with, said property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof. All of the terms, conditions, rights, duties and obligations described in the Declaration shall apply fully to the Suncoast Lakes Phase 2 property as a result of this Second Supplement to Declaration. The initial phase contains a total of 219 lots. Phase 2 contains 128 lots. Phase 3 contains 168 lots and was previously annexed to this Declaration. After the annexation of Suncoast Lakes Phase 2 to the Declaration, the "Property" as defined in the Second Supplement to Declaration shall contain a total of 515 Lots. Declarant reserves the right to annex additional lands to the Declaration as provided therein.

3. Common Areas. The Common Areas within Suncoast Lakes Phase 2 are the following tracts of land:

Tract A

The Association shall manage, operate, and maintain the foregoing Common Areas in accordance with the Declaration, at the cost and expense of the Association.

4. Membership in the Association. All Owners of Lots within Suncoast Lakes Phase 2 shall be Members of the Association, with all of the rights, duties, and obligations of a Member, set forth therein.

5. Ratification of Declaration. In all other respects, the Declaration remains in full force and effect and is not amended or effected hereby.

IN WITNESS WHEREOF, the parties have caused this Second Supplement to Declaration to be duly executed the date stated above.

WITNESSES:

FC SUNCOAST, LLC, a Florida limited liability company

By: _____
Print name: Frank J. Stringer
Its: Vice President

Print Name: Shirley A. Curley
Print Name: Margaret W. Stringer

As to the Declarant

HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC., a Florida not-for-profit corporation

By: _____
Print name: FRANK J. STRINGER
Its: President

Print Name: Shirley A. Curley
Print Name: Margaret W. Stringer

As to the Neighborhood Association

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 3rd day of ~~February~~ March 2005 by Frank J. Stringer, Vice President of FC Suncoast, LLC, a Florida limited liability company on behalf of the corporation. He/She ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public
Print name: _____

[Notary Seal]

SHIRLEY A. CURLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD296921
EXPIRES 05/09/2008
BONDED THRU 1-888-NOTARY1

SHIRLEY A. CURLEY NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 3rd day of ~~February~~ March 2005, by FRANK J. HEINGER, President of Homeowners Association at Suncoast Lakes, Inc., a Florida not for profit corporation on behalf of the corporation. He/She ☑ is personally known to me or ☐ has produced _____ as identification.

Shirley A. Curley
Notary Public
Print name: _____

[Notary Seal]

SHIRLEY A. CURLEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD296921
EXPIRES 05/09/2008
BONDED THRU 1-888-NOTARY1

SHIRLEY A. CURLEY NOTARY PUBLIC STATE OF FLORIDA

CONSENT AND JOINDER OF MORTGAGEE

Bank of America, N.A. is the holder of a Mortgage on the Suncoast Lakes Phase 2 Property pursuant to a Mortgage recorded in O.R. Book 5206, Page 1253, Public Records of Pasco County, Florida, encumbering the Property, and hereby joins in and consents to the recording of this Declaration and subordinates its lien in and to the easements set forth in this Declaration.

WITNESSES

Jackie F Perdue
Print Name: Jackie F Perdue

Claire L. Murphy
Print Name: Claire L. Murphy

Bank of America, N.A., a national banking association

By: _____
Print Name: Dean W. Kuna
Title: Sr. Vice President
Address: 1410 N. Westshore Blvd., Suite 100
Tampa, Florida 33607

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of ~~February~~ March 2005, by Dean W. Kuna, as Sr. Vice President of Bank of America, N.A., a national banking association, on behalf of said bank. He/She ☑ is personally known to me or ☐ has produced _____ as identification.

[AFFIX SEAL]

Notary Public: Claire L. Murphy
Print Name: _____
My Commission Expires: _____

CLAIRE L. MURPHY
MY COMMISSION # DD 084172
EXPIRES: April 4, 2006
Bonded Thru Notary Public Underwriters