

Prepared by and Return to:
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FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
COUNTRY CHASE RESIDENTIAL

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Country Chase Residential through its members, officers and directors, is made this 25th day of May, 2004, by the Board of Directors of Country Chase Homeowners Association, Inc., successor to the developer, Beazer Homes Corp., following a duly noticed meeting of the membership and the Board on said date.

The original Declaration governing this community was recorded at O.R. Book 11488, Page 0004, on March 14, 2002 in the Public Records of Hillsborough County, Florida. The subject of these Amendments deal with Article V and Article XIII respectively. The First Amendment is as follows:


Article V. is hereby amended to include a new paragraph known henceforth as 5.19 and shall read as follows: "No newspapers, bedsheets, aluminum foil, reflective film, or other material other than customary window treatments shall be placed over the windows of any dwelling. Any type of blind (vertical, mini or wood) or any shade or curtain that is specifically made for window treatment will be acceptable."

Article XIII is hereby amended deleting the existing Section 13.1(a) language recorded at O.R. Book 11488, Page 0033, as to the entirety of 13.1(a), which is hereby amended to read as follows: Article XIII Amendment

13.1(a) AMENDMENT BY THE ASSOCIATION. This declaration may be amended, changed or added to, at any time and from time to time, upon the affirmative vote (in person or proxy) or written consent, or any combination thereof, of Owners holding not less than 51% of the votes of the total votes of the association; provided, however, in no event shall more than one vote be cast with respect to any lot (except for the Declarant). Any amendment of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida. Any amendment to this declaration shall not restrict or otherwise interfere with the rights contained herein with respect to the Master Association.

The above First Amendment to the Declaration of Country Chase Residential is hereby approved by the membership through the Board of Directors dated effective May 25, 2004.

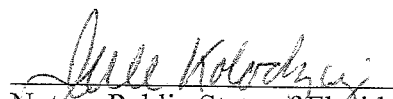
Witness:


Linda St. Louis, President

SWORN TO AND SUBSCRIBED before me this 3 day of August, 2004.
Affiant is personally known to me or has shown me _____ as
identification.

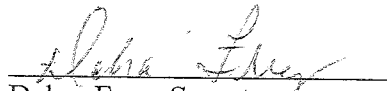


Jule Kolodziej
Commission #DD234450
Expires: Jul 23, 2007
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public State of Florida
Jule Kolodziej

IN WITNESS WHEREOF, the Secretary on behalf of Country Chase Homeowners Association, Inc., hereby certifies that this Amendment to the Declaration has been duly adopted and shall be recorded as such in the Official Records of Hillsborough County, Florida.


Dated this 3rd day of August, 2004


Debra Frey, Secretary

SWORN TO AND SUBSCRIBED before me this 3 day of August, 2004. Affiant is personally known to me or has shown me _____ as identification.



Jule Kolodziej
Commission #DD234450
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Jule Kolodziej

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
COUNTRY CHASE
RESIDENTIAL**

THIS DECLARATION of Covenants, Conditions and Restrictions for COUNTRY CHASE RESIDENTIAL is made this 8th day of March, 2002, by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as Declarant), being the Developer of all real property commonly known as Country Chase.

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Hillsborough County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant is authorized to create and record this Declaration with respect to the Property, subject to the terms, obligations and restrictions contained in the Master Declaration, as hereafter defined, and form a homeowners' sub-association in order to further maintain and levy assessments on the Property, subject to the authority the Country Chase Master Homeowners Association, Inc., a Florida corporation not-for-profit of (the "Master Association").

WHEREAS, Declarant intends to develop the Property as a planned-residential community to be known as Country Chase; and

WHEREAS, at the time of the recordation of the Plat(s) for Country Chase, Declarant shall encumber the Property with these covenants and restrictions, and be bound to these regulations and other Governing Documents (as hereinafter defined); and

WHEREAS, the Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration; and

WHEREAS, the Country Chase Residential Homeowners Association, Inc., a Florida non-profit corporation, has been formed to fulfill certain powers and duties of operation, administration, maintenance and repair, and the collection and disbursement of expenses, with respect to the Property, as more fully described in the Governing Documents.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of 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 Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

INSTR # 2002085588

OR BK 11488 PG 0004

RECORDED 03/14/2002 01:56 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Spencer

PREPARED BY AND RETURN TO:
Peter Z. Skokos, Esq.
Norton, Gurley, Hammersley & Lopez, P.A.
1819 Main St., Suite 610
Sarasota, FL 34236

Definitions

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

1.1 ARCHITECTURAL STANDARDS shall mean the standards established from time to time by the Architectural Committee for the control of the design and location of all Structures and other work within the Property.

1.2 ASSESSMENTS shall mean any Assessments or charges made by the Country Chase Master Homeowners Association, Inc. or Country Chase Residential Homeowners Association, Inc. in accordance with this Declaration.

1.3 GOVERNING DOCUMENTS shall mean, collectively, the Master Declaration of Covenants, Conditions and Restrictions of Country Chase, the Declaration of Covenants, Conditions and Restrictions of Country Chase Residential, the Articles of Incorporation, Bylaws, and rules and regulations of the Country Chase Master Homeowners Association, Inc., and the Articles of Incorporation, Bylaws, and rules and regulations of the Country Chase Residential Homeowners Association, Inc. as any or all may be amended from time to time. A copy of the Articles of Incorporation and Bylaws of Country Chase Residential Homeowners Association, Inc. are attached hereto and incorporated herein by reference as **Exhibit "B"** and **Exhibit "C"** respectively.

1.4 BOARD OR BOARD OF DIRECTORS shall mean the Board Of Directors of the Country Chase Residential Homeowners Association, Inc.

1.5 COMMON AREAS shall mean the land use classification assigned to that portion of the lands of Country Chase owned by, or the use or responsibility of which has been granted or delegated to, the Homeowners Association as set forth in this Declaration or the Master Declaration and/or as described on the Plat(s). Common Areas include, without limitation, parking areas, roads, roadways, access and utility easement reserved to the Homeowners Association, stormwater retention and detention facilities and related improvements owned by, or the responsibility of which has been delegated to the Association, sidewalks, paths, entryways, swale areas, recreation facilities, access gates, and open areas. Declarant on the Master Association may convey a Common Area to the Homeowners Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Homeowners Association shall accept title to any real property or personal property offered to the Homeowners Association by Declarant.

1.6 CORNER LOTS shall mean LOTS that adjoin two (2) streets.

1.7 COUNTY shall mean Hillsborough County, Florida.

1.8 DECLARATION shall mean this document as amended from time to time.

1.9 DECLARANT AND/OR DEVELOPER shall mean BEAZER HOMES, a Tennessee corporation qualified to do business in the State of Florida, its successors or assigns of any or all of its rights under this Declaration as specified by Declarant and/or Developer.

1.10 DWELLING UNIT shall mean any detached residential Dwelling Unit intended as an abode for one (1) family, constructed on the lands of Country Chase and given a Certificate of Occupancy by the applicable governmental entity.

1.11 HOMEOWNERS ASSOCIATION OR ASSOCIATION shall mean the Country Chase Residential Homeowners Association, Inc., a Florida corporation not-for-profit, its successors or assigns. The Homeowners Association is not a condominium association.

1.12 HOMEOWNERS EXPENSES shall mean the expenses for which Members are liable to the Homeowners Association as described in this Declaration and in any other of the Association Documents, and include, without limitation, the costs and expenses incurred by the Homeowners Association in fulfilling its obligations under the Governing Documents.

1.13 LAKE shall mean and refer to retention ponds, storm water retention pond area(s), mitigation pond area(s) and open water lakes.

1.14 LAKEFRONT LOT shall mean and refer to any residential Lots designated on the Plat(s) comprising Country Chase, that adjoin a Lake.

1.15 LOT shall mean and refer to each residential lot designated on the Plat(s) comprising Country Chase.

1.16 LOT OWNER OR OWNER shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot in the Subdivision.

1.17 MEMBER shall mean a Lot Owner or Developer.

1.18 PROPERTY or COUNTRY CHASE shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional lands as are hereafter added by Developer in its sole and absolute discretion.

1.19 PERSON shall mean and include an individual, corporation, government agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.20 SUBDIVISION shall mean and refer to the subdivision as set forth in the following Plat(s) ("Plat(s)": Country Chase, as per Plat recorded in Plat Book 91, Pages 96 through 106, inclusive, of the Public Records of Hillsborough County, Florida.

1.21 STRUCTURE(S) shall be deemed to include, without limitation, a Dwelling Unit, porch, veranda, garage, pool cage, lanai, screen enclosure, fence, wall, deck and any and all other improvements.

1.22 REAR YARD(S) shall be defined as the rear portion of a lot which lies beyond the rear corner of the primary structure of the Dwelling Unit.

ARTICLE II

Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration and the Governing Documents is all of the property forming and being a part of Country Chase. Declarant anticipates that a Master Declaration and Master Homeowners Association will be filed and established for the purpose of governing the operation, maintenance and occupancy of the Property, and any sub-associations, including, without limitation, the Homeowners Association, now established. This Declaration shall at all times be subordinate and subject to the Master Declaration, as originally prepared and recorded. This Declaration shall not be amended in any manner which would conflict with the terms, conditions and restrictions contained in the Master Declaration, as originally prepared and recorded. Each Lot and every Owner's rights with respect to such Lots is and shall be subject to the terms and conditions of the Master Declaration and this Declaration, to the extent not in conflict with the Master Declaration. To the extent that any of the terms, provisions, conditions or restrictions of this Declaration are more restrictive than any of the terms, provisions, conditions or restrictions contained in the Master Declaration, the same shall not be construed as in conflict with the Master Declaration and shall be enforceable in accordance with the terms of this Declaration.

ARTICLE III

Plan for Development

GENERAL PLAN FOR DEVELOPMENT. Declarant is the developer of the property and lands within Country Chase and presently plans to develop all such lands as a planned, residential community. Declarant retains sole and absolute discretion to add additional lands and to develop Country Chase in any manner, style, sequence or configuration for which Declarant feels appropriate.

ARTICLE IV

Residential Building Restrictions and Obligations

In order to establish and maintain an exclusive residential subdivision of the highest quality for the maximum benefit and enjoyment of its residents, the following covenants, conditions,

easements and restrictions shall constitute covenants running with the land and shall be binding upon and inure to the benefit of each owner of a Lot lying and being in the Subdivision.

4.1 RESIDENTIAL LOTS.

All Lots in Country Chase shall be known and described as residential Lots and shall be used solely for single-family residential purposes. No Structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family Dwelling Unit, which Dwelling Unit must have an attached enclosed garage for the specific purpose of serving at a minimum two (2) cars. The permitted Dwelling Unit shall be in a style, form and appearance which shall be harmonious with the architectural motif of the Subdivision and shall be aesthetically complimentary thereto. No construction of any kind shall be permitted until the approval of the Architectural Committee has been obtained in writing, as hereinafter provided. All construction must be performed and supervised by a general contractor licensed in the State of Florida and approved by the Architectural Committee.

4.2 COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Any and all construction in the Subdivision shall be in compliance with all applicable state and local governmental permits, regulations and requirements, including, but not limited to, building codes, zoning regulations, setback requirements and grading plans which may be in effect from time to time, and in accordance with this Declaration.

4.3 SETBACKS. All Structures shall be erected according to all setback regulations described herein or in the Hillsborough County Land Development Code, or other applicable regulations, whichever is more restrictive. No Dwelling Unit or other Structure shall be erected or placed upon any part of a Lot such that any portion of said Dwelling Unit or other Structure (including eaves or overhangs) encroaches on any easement denoted on the Plat(s) of this Subdivision or on any easements reserved unto or granted by the Developer under the provisions of this Declaration. Notwithstanding the above, terraces, patios, low platforms or steps, decks, caged swimming pools and similar low, open and unroofed construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easements; (2) in the opinion of the Architectural Committee, does not interfere with the exposure or view or reasonable privacy of adjoining or facing properties; (3) is otherwise approved by the Architectural Committee; and (4) does not conflict with the Hillsborough County Land Development Code, or other applicable regulations.

(a) Front Yard Setback. There shall be a minimum front yard setback of twenty feet (20') from the front property line of all Lots. Corner Lots are considered to have two (2) front yard setbacks. Certain Lots have more severe setbacks due to governmental and regulatory restrictions. Any governmental setbacks more stringent than those above will govern.

(b) Side Yard Setback. There shall be a minimum side yard setback of five feet (5') from the side property lines of all Lots.

(c) **Rear Yard Setback.** There shall be a minimum rear yard building setback from the rear property line of twenty feet (20') from top of bank on Lake Front Lots, and twenty feet (20') for all other Lots.

(d) **Conservation Easement Setbacks.** There also are minimum building setbacks from the conservation easements as shown on the Plat(s) in accordance with the requirements contained in the Hillsborough County Land Development Code, or other applicable regulations.

4.4 MINIMUM RESIDENTIAL FLOOR SPACE\ SQUARE FOOTAGE. No Dwelling Unit which has a livable floor space of less than 1,100 square feet, exclusive of open porches, terraces, lanais, garages or other like improvements, shall be constructed or maintained upon any Lot.

4.5 GARAGE REQUIREMENTS. Each Dwelling Unit must have a private, attached, fully enclosed garage for not less than two (2) cars and in keeping with the architectural style of the residential Dwelling Unit. All garage doors must be in keeping with the architectural style and materials used on the residential Dwelling Unit. Automatic garage door openers are required on all overhead garage doors. Except when in actual use, garage doors must be kept closed. Conversion of the garage to living area or other usage is expressly prohibited without the substitution of another garage which meets the requirements of this Section 4.5, and with the prior approval of the Architectural Committee.

4.6 SIDEWALKS. Prior to Certificate of Occupancy for the first Structure built on each Lot, the Lot Owner, at the Lot Owner's expense shall construct a sidewalk for the entire length of the Lot that abuts each dedicated street or roadway. If a Lot abuts two (2) streets, the Owner shall construct sidewalks adjoining both streets. The sidewalk shall consist of a four foot (4') wide, except where indicated differently by Hillsborough County Land Development Code, or other applicable regulations, broom-finished concrete sidewalk, four inches (4") deep, constructed within the right-of-ways adjacent to the Lot as set forth in County rules and regulations. If a Lot Owner fails to construct a sidewalk pursuant to this Section 4.6, the Homeowners Association or Developer shall have the right, but not the obligation, to enter upon said Lot and construct a sidewalk in accordance with this Section 4.6 and charge the Lot Owner(s) in an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association or Developer for such services. Every such entry on the part of the Homeowners Association or Developer or its employees or agents shall be deemed to be a lawful entry and not a trespass.

4.7 FENCES, HEDGES AND WALLS. Walls and fencing can be an intrusion of the open character of the Country Chase community and may have both a visual and physical impact on adjoining property. Therefore, hedges and landscaping to provide privacy are encouraged, and any fencing is discouraged, however privacy walls and decorative fences attached to the Dwelling Unit as an integral part of the design scheme of the architectural exterior elevation of the residence will be considered.

The location of all decorative fencing, walls, hedges and natural barriers must be approved by the Architectural Committee prior to installation. Fencing is prohibited within the Rear Yards

of Lake Front Lots. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered Structures appurtenant to the Dwelling Unit and may be allowed within the building setback, with Architectural Committee approval.

Decorative fencing shall relate to materials, colors, and architectural style of the Dwelling Unit. Gates must match the fencing in design, material, height and color. Fencing may not exceed a height of six (6) feet. Notwithstanding the above, fencing of Lot boundaries is prohibited.

4.8 SWIMMING POOLS. No swimming pools shall be constructed on any Lot in the Subdivision, except as herein provided:

(a) All swimming pools shall be designed and constructed so that the deck and surrounding patio or walkway, if any, is at ground level. This provision is intended to prohibit the installation of any above-ground swimming pools on any Lot in the Subdivision. The Architectural Committee shall have the power and the authority to allow for some deviation in this restriction in cases where existing conditions prohibit construction of such an improvement at absolute ground level, but in no case shall it allow the construction of an above-ground swimming pool.

(b) All pool equipment must be concealed by landscaping. Screened cages around pool areas are recommended, however, no screening of pool areas may extend beyond a line extending from, and aligned with, the side walls of the Dwelling Unit unless specifically approved by the Architectural Committee. All pool screen cages must be mansard style. No flat roofs or A-frame cages will be allowed unless approved in writing by the Architectural Committee.

(c) All pools shall be constructed to comply with applicable rules, regulations and standards of all governmental agencies having jurisdiction.

4.9 ROOFS. Each roof shall be constructed with a minimum pitch of 4/12 and all roofing material shall be approved by the Architectural Committee. No roofs having a slope of less than 4/12 and no flat or built-up roofs shall be permitted. Roofs over outdoor areas, porches or lanais shall be constructed of the same material as the roof of the Dwelling Unit. Screened roofs may be used over pools and lanais areas. All roof stacks, vents, flashing and chimney caps shall be painted to match the approved roof colors.

4.10 GUTTERS AND DOWNSPOUTS. Gutters and downspouts shall be painted to match the color of the surface to which they are attached. Storm water flow must be directed to, and conform with, the approved storm water drainage plan and requirements so as not to affect adjacent property.

4.11 UNDERGROUND WIRING. No lines or wires for communication or the transmission of electric current or signals shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground or installed at the approval or direction of the Developer.

4.12 SOLAR COLLECTORS. Solar collectors are recommended by the Architectural Committee for energy conservation measures. Solar collectors shall only be permitted to be constructed on the rear or side of the Dwelling Unit, level with the roof and not readily visible from the front street elevation and must have the approval of the Architectural Committee prior to installation thereof.

4.13 ELECTRICAL AND MECHANICAL EQUIPMENT. All electrical, electronic and mechanical equipment, including air conditioning compressors and condensers, swimming pool equipment, transformers and meters, and sprinkler controls shall be properly housed, within an enclosure constructed with the Dwelling Unit, or landscaped with a minimum coverage of eighty percent (80%) upon installation, in a manner that will blend with the Dwelling Unit and site. No wall or window heating, ventilating and air conditioning units shall be permitted.

4.14 MANDATORY IRRIGATION SYSTEM. Each Lot may be required to have an automated lawn irrigation system reflected on the plans and constructed as part of the original construction of improvements. The system shall provide for a timer mechanism, irrigation lines and sprinkler heads so as to provide for the capability of automated lawn irrigation of sufficient size and capacity to irrigate all sodded and landscaped areas. Once the system is installed as part of original construction of improvements to a Lot, it shall be the obligation of the Lot Owner to maintain and utilize the irrigation system to maintain the lawn and landscaped areas of the Lot in a properly irrigated manner in accordance with Southwest Florida Water Management District and Hillsborough County watering and irrigation guidelines and restrictions.

If a Lot Owner fails to properly irrigate, the Homeowners Association shall have the right, but not the obligation, to enter upon said Lot and irrigate the Lot and landscaping in accordance with this Section 4.14 and charge the Lot Owner(s) in an amount equal to one hundred twenty percent (120%) of the cost incurred by the Association for such services. Every such entry on the part of the Homeowners Association or its employees or agents shall be deemed to be a lawful entry and not a trespass. Irrigation systems shall, when possible and available, use non-potable and/or recycled water.

4.15 FRONT OF DWELLING. The front of all Dwelling Units must face the street. On Corner Lots the Developer or the Architectural Committee may designate the street upon which the Corner Lot Dwelling Unit will face or the angle to the intersection of the streets.

4.16 LANDSCAPING. Professional landscape plans shall be submitted to the Architectural Committee in accordance with the provisions set forth in Article VII, Section 7.3 herein for review prior to the commencement of the landscape installation upon any Lot. Said plans shall, at a minimum, describe all:

- (a) landscaping and planting along the front, sides and rear elevations of the Dwelling Unit; and

(b) landscaping and screening of all equipment, including pool equipment, heating, ventilating and air conditioning equipment and any other similar outdoor equipment as further described in Article IV, Section 4.8 and 4.13.

4.17 SODDING. That portion of the yard of all Lots not covered by the Dwelling Unit, patios, walkways and other approved landscaped areas shall be sodded with natural, specialized St. Augustine sod such as Seville at all times after the original construction of improvements. Lot Owners who abut to common area and/or retention areas will be required to sod to normal water level of the retention area or common area. Gravel or stone yards shall not be permitted. Notwithstanding the foregoing, a waiver of the sodding requirements may be requested where exceptional, natural vegetative growth preexisted construction of improvements. The granting or denial of such waiver is at the sole discretion of the Architectural Committee.

4.18 ARTIFICIAL VEGETATION AND EXTERIOR DECORATIONS. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot. Exterior decorations, including without limitation, sculptures, fountains and similar items must be approved by the Architectural Committee in accordance with Article VIII of this Declaration.

4.19 ANTENNAS, SATELLITE DISHES. Except as hereafter provided, no exterior antennas, aerials, or other similar radio or television receiving apparatus whatsoever shall be placed, maintained or constructed on any Lot. Satellite dishes of one (1) meter or less in diameter are allowed provided they are screened from view and placed to the side or rear of the Dwelling Unit.

4.20 REFUSE. No Lot shall be used or maintained as a dumping ground for trash, rubbish, garbage, grass clippings, yard waste or compost. Trash or garbage containers, oil tanks or bottled gas tanks must be underground or placed in walled in areas so that they shall not be visible from the adjoining properties or from the street.

4.21 DEVELOPER. Notwithstanding anything contained in this Article IV, the restrictions, conditions and requirements contained in this Article IV shall not be applicable to the Declarant, its successors or assigns.

4.22 MODEL HOMES. Declarant hereby reserves the right and authority to maintain model homes and/or model home centers and sales office within the Subdivision. This right survives turnover of the Homeowners Association by Declarant upon requirements stated herein. Declarant shall have the right to maintain the model homes and /or model home centers and sales office so long as Declarant owns any Property within the Subdivision

ARTICLE V

General Restrictive and Protective Covenants

5.1 ANIMALS. No livestock or poultry of any kind shall be placed, kept or maintained on any Lot or part of the Subdivision, except that Lot Owners may keep usual house pets, provided that they

do not become a nuisance or an annoyance to the neighborhood and provided that they are not kept, bred or maintained for any commercial purposes. All pets shall be leashed when outside of the house. For purposes hereof, "house pets" shall mean dogs, cats, domestic birds and fish only, unless approved by the Board.

5.2 CLOTHES DRYING AREA. No portion of any Lot or the Subdivision shall be used for drying or hanging clothes or laundry of any kind.

5.3 VEHICLES AND RECREATIONAL EQUIPMENT. No truck or commercial vehicle (except Police and other governmental automobiles), mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or to be stored at any place on any portion of any Lot or remain on the streets within the Subdivision, except when conducting business, unless they are parked within a garage. For the purposes of this provision, the following definitions shall apply:

(a) "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a truck. Trucks with a cargo capacity of one ton or less shall be permitted on a Lot if parked inside a garage and concealed from public view.

(b) "Commercial Vehicle" means any vehicle which, from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, displays, or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association, at the sole expense of the owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Parking is prohibited on the Property within the street right-of-way.

5.4 GAMES AND ACCESSORY STRUCTURES. Any fixed games and play Structures shall be located in the Rear Yard. No platform, dog house, playhouse or other Structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the Dwelling

Unit constructed thereon, and any such Structure must have the prior written approval of the Architectural Committee.

5.5 LAWFUL CONDUCT. No unlawful or immoral use shall be made of any Lot or any part thereof, and no noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring Lot or to the Subdivision.

5.6 MAILBOXES. No mailbox of any kind shall be constructed or maintained on any Lot in the Subdivision, except as hereinafter provided:

(a) For so long as Developer is a Class B member of the Association, only those mailboxes which are approved by the Developer shall be used in the Subdivision. Subsequent thereto, the Architectural Committee shall approve the type, design and color of mailboxes which may be used in the Subdivision. Until the Developer gives notice to the contrary, the Developer shall provide, at Owner's expense, a cast metal mailbox and post for each Lot, which mailbox shall be of a common design and color and shall be used throughout the Subdivision. Such mailbox and post shall be installed at the expense of the individual Lot Owner and shall be located on the Lot at the location designated by the Developer, under the direction of the local governing postal delivery service, to insure uniformity throughout.

(b) Routine maintenance of the mailbox and post shall be completed by the Lot Owner in order to ensure the continued acceptable appearance of the Subdivision. Replacement, required for any reason, shall be at the Owner's expense.

5.7 MAINTENANCE OF IMPROVED LOTS AND LANDSCAPING. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly object(s) shall be allowed to be placed or remain anywhere thereon. All Lot Owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim manicured condition at all times. Lot Owners shall maintain to the edge of the waters of any Lakes, ponds or other water bodies located on their Lots or located on the adjoining Common Areas, including the banks of all drainage swales. Except as provided herein, the Homeowners Association shall maintain the banks of all Storm Water Retention Easement Areas identified on the Plat(s) so as to prevent erosion and to insure compliance with all governmental permit requirements. The Owners of the Lots in the Subdivision shall also be responsible for the maintenance of all areas located between their respective Lot lines and the pavement of the street or streets adjacent to the Lot. In the event a Lot Owner(s) fails to maintain the Lot and landscaping as herein described, then the Homeowners Association shall have the right, but not the obligation, to enter upon said Lot and maintain the Lot and landscaping in accordance with this Section 5.7 and charge the Lot Owner(s) in an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association for such services. Every such entry on the part of the Homeowners Association or its employees or agents shall be deemed to be a lawful entry and not a trespass.

5.8 MAINTENANCE OF IMPROVEMENTS. Lot Owners shall maintain their residences and all other improvements, including, without limitation, walls, decorative fencing, screen enclosures, driveways and accessory Structures, in good appearance and safe conditions, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any Dwelling Unit or other Structure shall be made in a timely manner. In the event a Lot Owner fails to maintain the improvements as herein described, then the Homeowners Association shall have the right, but not the obligation, to enter upon said Lot and maintain the improvements in accordance with this Section 5.8 and charge the Lot Owner(s) in an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association for such services. Every such entry on the part of the Homeowners Association or its employees or agents shall be deemed to be a lawful entry and not a trespass.

5.9 MOBILE HOMES. No trailer, mobile home, outbuilding or similar structure shall be placed or constructed on any Lot at any time, except as set forth in Article V, Section 5.16.

5.10 MOTORCYCLES. No motorcycles, motorbikes, four wheel drive vehicles, minibikes, trail bikes, go-carts or other similar motor driven vehicles shall be operated upon any Lot or parcel of land in the Subdivision. Trails or tracks for such power driven bikes are specifically prohibited within the Subdivision. Any such vehicle must be garaged. Maintenance work, except for washing, may not be undertaken on any vehicles of any nature whatsoever except inside a garage.

5.11 NEWSPAPER AND PERIODICAL RECEPTACLES. Newspaper and periodical receptacles are specifically prohibited within the Subdivision.

5.12 NO FURTHER SUBDIVIDING. No Lot shall be subdivided.

5.13 OUTBUILDINGS. No detached outbuildings, including sheds, portable structures, dog houses, dog runs, treehouses or playhouses shall be placed or constructed on any Lot at any time without the written approval of the Architectural Committee.

5.14 SALES AGENCY. Notwithstanding anything to the contrary herein contained, the Developer, or its approved agents, builders and others authorized by Developer as hereinafter provided may construct and maintain a sales agency office or offices, together with a sign or signs, on Lots of its choosing in the Subdivision.

5.15 SIGNS. No sign of any kind shall be displayed to the public view on any Lot in the Subdivision, unless said sign has prior written Architectural Committee approval or complies with the provisions contained herein:

(a) One (1) temporary sign not exceeding six (6) square feet or 2'-0" x 3'-0" in size, utilized in connection with the sale of a Lot, may be displayed on such Lot.

(b) Two (2) pole flags advertising an open house may be erected at the driveway entry during the period of time that the residence is open to the public. No other types of flags, banners

or streamers shall be placed around the Lot, house or any other location within the Subdivision. Arrow signs, directing traffic to an open house are specifically prohibited.

(c) All signs must be professionally lettered. Signs not in conformance with this covenant, may be removed by the Developer or Homeowners Association.

The Developer is excluded from compliance with the provisions of this Section 5.15 and may place signs throughout the Subdivision provided such signage is in accordance with applicable law.

5.17 TEMPORARY STRUCTURES. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to construction trailers or construction offices used by the Developer during the construction of the residential dwelling on a Lot owned by the Developer; it being clearly understood that these temporary offices shall not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

5.18 UNUSED EQUIPMENT. No unused equipment, such as car bodies, materials or unsightly debris shall be allowed to remain on any Lot at any time.

ARTICLE VI

Common Areas, Easements, Other Rights and Regulations

6.1 COMMON AREAS. The Common Areas include, but are not limited to, the holdings listed herein and/or those Common Areas the use, responsibility and maintenance of which has been delegated to the Association by the Master Association.

6.2 COMMON AREAS USE AND OWNERSHIP.

(a) **Use of the Common Areas.** The land comprising the Common Areas, as defined in this Declaration, is intended to benefit and to be used by all Lot Owners of Country Chase and other designees or assignees of Developer and shall be used in accordance with rules and regulations governing the method, time and manner of use as may be promulgated by the Board of Directors of the Homeowners Association from time to time. The Common Areas shall also be used as part of the overall water management system serving Country Chase and other areas designated by Developer.

(b) **Ownership of the Common Areas.** The Developer currently holds title to the Common Areas and, in its sole discretion, may continue to hold such title until such time as (but prior to) the Department of Housing and Urban Development or the Veteran's Administration holds, insures or guarantees any loan secured by a Lot. At such time, or sooner if Developer desires, the Developer shall convey to the Homeowners Association by Quit Claim Deed, title to the Common Areas, subject to the rights of ingress, egress, use and maintenance of other designees or assignees of Developer, together with all of its rights and interest in and to any and all fixtures and

improvements located thereon. Such conveyance shall be subject to the terms and provisions of this Declaration, taxes for the current year, applicable zoning ordinance, easements, restrictions and reservations of record and such facts as an accurate survey would show. The Homeowners Association shall be required to accept such conveyance "as is" at the time of the conveyance, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the property and the fixtures and improvements thereon. All costs and expense of such conveyance shall be paid by the Homeowners Association. The Homeowners Association shall not dispose of or encumber all or any portion of the Common Area, by sale, mortgage or otherwise, without the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Lot Owners (excluding the Declarant) holding not less than two-thirds (2/3) of the votes of the Association; provided, however, in no event shall more than one vote be cast with respect to any Lot. In addition, the Homeowners Association shall not dispose of all or any portion of the Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Area(s), without first offering to dedicate same to Hillsborough County, Florida, or other appropriate governmental agency.

(c) **Restricted Access to Common Areas.** Certain Common Areas as shown on the Plat(s) may be located to the rear of residential Lots. Access to the portions of all Common Areas adjacent and to the rear of any Lot is hereby restricted to the Owners of the adjoining Lot and their invitees and to Homeowner Association employees and contractors requiring such access to fulfill the responsibilities of the Homeowners Association as to maintenance of such Common Areas. In the event that all or a portion of the Common Area is sold or encumbered, a Lot Owner shall maintain an easement through such Common Area to the extent required for ingress and egress.

6.3 COMMON AREA MAINTENANCE. Commencing with completion of the Subdivision improvements, the Homeowners Association shall be responsible for the maintenance and care of all property forming a part of the Common Areas. In the event that the Homeowners Association fails to maintain the Common Areas in reasonable order, the Developer shall have the right, but not the obligation, to maintain the Common Areas and charge the Homeowners Association in an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Developer for such maintenance. The Master Homeowners Association may, in its sole and absolute discretion, delegate its responsibility to maintain and care for any Property forming all or any portion of the Common Areas, as defined in the Master Declaration, to the Association described in Article VIII to the extent such Association's Members are the exclusive beneficiaries of and/or enjoy the exclusive use of such Common Areas. In the event such Association fails to maintain any portion of the Common Area as delegated by the Master Association, the Master Association may assess the Association or the respective Lot Owners for such purposes.

6.4 MAINTENANCE PROGRAM. On an annual basis the budgetary information for maintenance, repairs and operations of the Common Areas are reviewed and approved by the Board of Directors of the Association. In the event additional facilities are constructed or the responsibility for addition common areas is delegated by the Master Association of the Declarant to the Association, subsequent years may require additional funds which will be assessed and collected as required by the Declaration of Covenants, Conditions and Restrictions.

The Lake areas, the responsibility of which has been delegated to the Association by the Master Association or the Declarant, require constant inspection and maintenance, provision for which has been made in compliance with various regulatory permits. Further specific permit requirements and agreements regulate operation and maintenance, data collection and reporting, renewal and replacement of the various surface water, storm water management systems and mitigation areas. The above permit conditions, including, without limitation, the conditions imposed by Southwest Florida Water Management District and Hillsborough County, are to be regulated and performed by the Association.

The Homeowners Association shall establish a maintenance program for all Common Areas of the Subdivision including, without limitation, those delegated to the Association by the Master Association or Declarant, and which maintenance program will comply in all respects with the requirements of the regulatory bodies of Hillsborough County and specifically its Land Development Code or other applicable regulations.

Each Owner 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 Southwest Florida Water Management District (SWFWMD).

Upland Conservation Areas, the responsibility of which has been delegated to the Association by the Master Association or Declarant, shall be maintained by the Homeowners' Association. All wetlands shall be left in their natural condition. Maintenance as needed shall include the removal of exotic/nuisance plant species to insure a less than five percent (5%) total coverage. Use of heavy equipment within the conservation areas is strictly prohibited.

6.5 LAKE MAINTENANCE EASEMENT. The individual Owner's right to pump or otherwise remove any water from the Lakes now existing or which may hereafter be erected either within the Subdivision or adjacent or near thereto, for the purpose of irrigation or other use, and the placement of any matter or object in such Lakes shall be strictly prohibited.

Except as otherwise provided in this Section 6.5, the Developer, the Homeowners Association, Master Homeowners Association, or its designees, shall have the right to control the water level of all Lakes and to control the growth and irrigation of plants, fowl, reptiles, animals, fish and fungi in and on such Lakes, in accordance with the permits issued by the Southwest Florida Water Management District and Hillsborough County. The Owner of each Lakefront Lot recognizes that the plants and fauna on the Lake are necessary to filter the storm water runoff and the Owner shall not disturb or alter the plants or fauna without the consent of the Developer, the Homeowners Association and/or the Master Association, as the case may be, Hillsborough County and the Southwest Florida Water Management District.

No docks, bulkheads, moorings, pilings, boat shelters or other structure shall be constructed on any embankments adjacent to such lakes or within such Lakes. Maintenance of the grass, plantings or other lateral support to prevent erosion of the embankment of the Lake shall be the

responsibility of the Homeowners Association to the extent the responsibility has been delegated to the Association by the Master Association. Maintenance of the grass for Lakefront Lots shall be the responsibility of the individual Lot Owner. Maintenance of the outfall structures, filters and skimmers to prevent plugging or leakage shall be the responsibility of the Homeowners Association to the extent the responsibility has been delegated to the Association by the Master Association.

Neither Declarant, the Association or Master Association makes any representation concerning the current or future water levels or quality in any of the bodies of water in the Common Area, nor shall Declarant, the Association or Master Association bear any responsibility in attempting to adjust or modify the water levels or qualities since such levels and qualities are subject to seasonal ground water and rainfall fluctuations that are beyond the control of Declarant, the Association and/or Master Association. Each Owner hereby acknowledges that Lake level fluctuations are a naturally occurring phenomenon and each Owner, by the acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, Master Association, Hillsborough County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Lake level fluctuations.

6.6 COMPLIANCE WITH HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE

(a) A right of entry upon the Common Area(s) is hereby granted to Hillsborough County law enforcement officers, health and pollution control personnel, emergency service personnel and fire fighting personnel while in pursuit of their duties.

(b) Notwithstanding anything herein contained to the contrary, the Homeowners Association shall not be dissolved, nor shall the Homeowners Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Hillsborough County or appropriate governmental agency.

(c) No lands in Common Areas shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Declarant.

(d) Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

6.7 SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS AND FLOOD WAY RESTRICTIONS. It shall be the responsibility of each Lot Owner within the Subdivision at the time of construction of any Dwelling Unit or other Structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District as part of the storm water management system for development of the Subdivision pursuant to Chapter 40D-4 of the Florida Administrative Code (F.A.C.).

The Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds on or abutting their Lot. Removal includes dredging, the application of herbicide or algicide, cutting and introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention ponds to Southwest Florida Water Management District.

No Owner of the property within the Subdivision may construct or maintain any Dwelling Unit or other Structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded Plat(s) of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District.

No activity may be undertaken or performed in wetlands, conservation easements, and upland buffer zones for overland flow treatment of storm water which are contained within conservation easements and described in the recorded Plat(s) of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4 of the Florida Administrative Code (F.A.C.). Prohibited activities within wetland and upland conservation areas include the removal of native vegetation; excavation; placement or dumping of soil, trash or land clearing debris; and construction or maintenance of any Dwelling Unit or other Structure.

Except as provided in Section 6.5 above, the Homeowners Association, to the extent delegated by the Master Association, shall be responsible for storm water monitoring data collection and reporting, operation and maintenance, and renewal and replacement of the storm water management systems as required in any development approvals and permits issued by Hillsborough County and the Southwest Florida Water Management District. The County shall have the authority to inspect such systems and assess the Association, individual properties, or special district for continuing performance of the systems in compliance with the standards set forth in the monitoring program.

Except as provided in Section 6.5 above, the Homeowners Association, to the extent delegated by the Master Association, has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all Lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

6.8 UTILITY AND DRAINAGE EASEMENTS.

(a) Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded Plat(s) for the Subdivision. No Dwelling Unit, Structures, planting or other materials shall be placed or permitted to remain within these easement areas which may impair the

intended use of such easement areas, including but not limited to, changing the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas on each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot on which they are located, except those improvements for which a public authority or utility company is responsible. The Developer reserves the right for itself and the Homeowners Association, public or private utility agencies, authorities or franchisees to enter upon any Lot or the Common Areas for the purpose of installing, maintaining, repairing or replacing any utility or drainage facility within the easement area without notice to or consent from any Lot Owner or the Homeowners Association and without compensation to any Lot Owner or the Homeowners Association. Such entries shall be deemed lawful entries and not trespasses.

(b) All utility lines and lead in wires for electrical, telephone and cable T.V. service located within the confines of a Lot, but outside of utility easements, shall be located underground at a depth of not less than twelve (12) inches from the surface; provided, however, nothing contained herein shall prevent an aboveground temporary power line to a residential Dwelling Unit during the construction thereof.

6.9 CONSERVATION EASEMENTS. Areas on the Plat(s) designated "Conservation Easement", or areas designated on the Plat(s) as subject to an Easement in favor of the Army Corps of Engineers, Southwest Florida Water Management District, Hillsborough County, or the Hillsborough County Environmental Commission are subject to the restrictions contained in said easement(s) and this Article VI, Section 6.9. No Lot Owner shall violate said restrictions contained in said easements and contained in the Wetland Protection Policies of Hillsborough County. Developer and/or the Master Association retains the right to create additional conservation areas or easements in favor of any agency listed above, and to transfer ownership of the rights and responsibilities relative to any conservation area, or easement to the Homeowners Association.

In addition to the restrictions contained herein and in said conservation easements (which include required wetland buffer areas), the following additional restrictions shall apply in the conservation easements dedicated to Hillsborough County or Southwest Florida Water Management District and the Army Corps of Engineers. Unless permitted by the agency having jurisdiction, the following acts and activities are expressly prohibited within the boundaries of the conservation easement area(s) without the prior consent of said agency.

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

(b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.

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

- (d) Removal, mowing, or trimming of trees, shrubs or other native vegetation.
- (e) Application of herbicides, pesticides or fertilizers.
- (f) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- (g) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- (h) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- (i) Acts or uses detrimental to such retention of land or water areas.

Easement(s) dedicated to and enforceable by Hillsborough County, in accordance with the Wetland Protection Policies of Hillsborough County, for the benefit of the County and the Owners of the Subdivision shall accomplish the preservation and protection of the conservation values of the property; allow County access to the property at reasonable times in order to monitor compliance with, and otherwise enforce the terms of the easement, provided such entry does not interfere with the Owner's use and quiet enjoyment of the property; and prevent any activity or use of the property that is inconsistent with the purpose of the easement and to require the restoration of such areas or features of the property that may be damaged by and inconsistent activity or use.

Wetland buffers shall be observed within the Common Areas and Lots.

Notwithstanding the above, restricted and prohibited activities within the wetland buffers and upland conservation areas and easements include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, residence or Structure, except as herein provided, or in applicable governmental permits, and the application of fertilizers, herbicides or pesticides.

6.10 EASEMENT FOR ENCROACHMENTS. An easement(s) for encroachments in favor of the Declarant, the Homeowners Association and/or the Master Association, if any portion of the improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of Declarant, the Homeowners Association, the Master Association and all their designees.

6.11 ADDITIONAL EASEMENTS. Declarant, as long as Declarant is a Class B member of the Homeowners Association, the Homeowners Association and the Master Association shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable over, under, across and upon the Property or portions thereof in accordance with or to supplement the provisions of the Declaration or as may otherwise

be desirable for the development of the Property, or adjoining property, subject to limitations as to the existing Dwelling Units or other permanent Structures or facilities constructed within the Property. Such easements may be for the use and benefit of persons who are not Owners and for additional lands or other real property which is not part of the Property. Without limiting the foregoing, Declarant, for itself, its designees, the Homeowner's Association and the Master Association reserves the right to impose upon the Property henceforth and from time to time such easements and cross-easements for ingress and egress, maintenance, and the installation, maintenance, construction, and repair of utilities and facilities including, but not limited to, electric power, telephone, cable television, master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, irrigation, lake maintenance, storm water management, preservation of sanctuaries, lighting, television transmission, garbage and waste removal, emergency services, and the like as it desires in its sole discretion.

6.12 ASSIGNMENT. The easements reserved hereunder unto Declarant may be assigned by Declarant in whole or in part to the Homeowners Association and/or Master Association, a builder or other developer, any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant.

6.13 ASSOCIATION RIGHT OF ENTRY. The Homeowners Association has the irrevocable right of access to each Lot during reasonable hours, when necessary for the ordinary maintenance, repair or replacement of any Common Areas or easements, the responsibility of which has been delegated by the Master Association or Declarant to the Association, without notice, for making emergency repairs which are necessary to prevent damage to the Common Areas or to other Lots or Dwelling Units.

6.14 LAKES. No gas or diesel driven boat shall be permitted to be operated on any Lakes except gas or diesel driven boats operated by maintenance personnel in the course of maintaining the Lakes.

ARTICLE VII **Architectural Control**

7.1 APPROVAL OF PLANS.

(a) To further ensure the maintenance of the Subdivision as a residential area of the highest quality and standards and in order to ensure that all improvements and landscaping constructed and maintained upon each Lot in the Subdivision shall present an attractive and pleasing appearance from all sides of view, there shall be an Architectural Committee to review all plans and specifications prior to commencement of construction on any Lot in the Subdivision. The original Architectural Committee shall be composed of a minimum of three (3) persons appointed by the Developer who shall serve on the Committee so long as the Developer is a member of the Homeowners Association or replaced by the Developer. The Developer shall have the right to remove or replace Architectural Committee members as it deems necessary to ensure the continued effective functioning of the Committee. At such time as the Developer is no longer an Owner of any

Lot in the Country Chase, then the Homeowners Association shall appoint an Architectural Committee to replace the Committee originally appointed by the Developer.

(b) The Architectural Standards may not be contrary to the provisions of this Declaration and shall be consistent with the original architectural, structural, aesthetic and environmental concept of the Subdivision. All Architectural Standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All Architectural Standards shall be deemed to include the obligations, prohibitions and guidelines contained herein. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of any plan or design of any structure from the standpoint of structural safety or conformance with building codes or other governmental regulations.

7.2 POWER OF ARCHITECTURAL COMMITTEE.

(a) The Architectural Committee is hereby given and granted the power and discretion to control and approve all buildings, Structures, landscaping and other improvements to be constructed upon each Lot in the Subdivision in the manner and to the extent set forth herein. Such power and discretion shall be subject to the rules and regulations of the Architectural Committee established under the Master Declaration. No residence or other Structure and no fence, walled utility area, driveway, swimming pool or other Structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot in the Subdivision nor shall any addition to or exterior change or alteration be made to any existing residential building or Structure, or any other improvement, unless and until building plans and specifications covering the same, showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the residence on the Lot and approximate square footage, construction schedule, front, side and rear elevations, and such other information as the Committee shall require, including, plans for the grading and landscaping of the Lots showing any changes proposed to be made in the elevation or contours of the land, have been submitted to and approved in writing by the Committee.

(b) The exterior elevations of all residences, buildings or Structures visible from a right-of-way shall be of material approved by the Committee. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the location of the residence on the Lot. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans which are not suitable or desirable in its sole discretion and opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects any proposed plans and specifications as submitted, the Committee shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval and the Committee's recommendation to remedy same if, in the sole opinion of the Committee, a satisfactory remedy is possible. In passing upon such building plans, the Committee may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the building plot where the proposed construction is erected, the quality of the proposed workmanship and materials, the harmony and exterior design with the surrounding

neighborhood and existing structures therein and the effect and appearance of such construction as viewed from neighboring Lots. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

7.3 METHOD OF APPROVAL. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, the Lot Owner shall submit one (1) complete set of plans and specifications to the Committee for review. Upon the Committee giving written approval of the plans and specifications, construction shall be commenced and proceed to completion promptly and in strict conformity with such plans and specifications. The Developer, Homeowner Association, the Committee and other Lot Owners in the Subdivision shall be entitled to enjoin any construction in violation of these provisions and any such exterior addition to or change or alterations made without application having first been made and approval obtained as required shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Lot Owner's cost. In the event the Committee fails within thirty (30) days of receipt of proposed plans and specifications to approve or disapprove the same, approval will not be required and this Section shall be deemed to have been fully complied with. The failure of the Committee to approve or disapprove any work, modification, alteration or construction shall not waive or otherwise affect the Committee's ability to require the approval of any work, modification, alteration or construction in the future.

All Structures must be built and landscaping completed and maintained to comply substantially with the plans and specifications as approved by the Committee.

7.4 RIGHT OF DEVELOPER TO GRANT VARIANCES. The absolute right and sole discretion is hereby reserved to Developer to grant variances from the terms and provisions of Articles IV, V, VI and VII. After Developer ceases to be a Class B Member, the right to grant variances in accordance with this Section shall be reserved unto the Architectural Committee; provided, however, such variance shall not apply to any restrictions contained on the Master Declaration or decision, rule or regulation of the Architectural Committee established under the Master Declaration. Such variances, if granted, shall be granted upon written application of the Owner setting forth in detail the variance required and reasons for requesting such variance. Any such variance, if granted, shall be granted by Developer, or Architectural Committee after Developer ceases to be a Class B Member, in writing and shall be strictly complied with by the applicant. All such variances shall be executed and recorded in the Public Records of Hillsborough County, Florida, to become effective.

7.5 POWER OF MASTER ARCHITECTURAL COMMITTEE. In the event the Architectural Committee fails to enforce the terms, conditions and restrictions contained in this Declaration, the Master Association Architectural Committee or the Master Association Board of Directors shall have all rights and powers to enforce the terms, conditions, and restrictions contained herein as if the Master Association and/or Board of Directors had been originally authorized to do so herein.

ARTICLE VIII
Homeowners Association

8.1 INCORPORATION. Declarant has caused Country Chase Residential Homeowners Association, Inc., a Florida corporation not-for-profit, to be incorporated pursuant to the Florida Statutes.

8.2 PURPOSES. The purposes of the Homeowners Association include, but are not limited to:

- (a) Promoting the health, safety and general welfare of the residents of Country Chase;
- (b) Constructing, installing, improving, maintaining and repairing any properties lying within the Common Areas which give common benefit to all residents in Country Chase;
- (c) Adopting such guidelines and rules as it deems necessary to control the over-all appearance of the Common Areas in Country Chase, as well as the uses thereof;
- (d) Purchasing, installing and maintaining any improvements which the Homeowners Association deems necessary for the improvement of Country Chase including, but not limited to, the installation and maintenance of median and entry-way landscaping, entry-way(s) signage, street lighting, if applicable, throughout Country Chase and other similar improvements;
- (e) Owning, constructing and maintaining any recreational facilities which the Homeowners Association deems to be in its best interest;
- (f) Maintaining any easement area, Common Areas, conservation or preservation areas, and detention ponds within Country Chase which are not deemed properly maintained by the individual Lot Owners or Master Association;
- (g) Except as provided in Section 6.5 of Article VI above, owning, operating and maintaining the surface water management system as permitted by the Southwest Florida Water Management District, including all Lakes, retention areas, culverts and related appurtenances unless otherwise provided herein. Alterations to the permitted system will require a permit from the Southwest Florida Water Management District.
- (h) Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.
- (i) Conducting business of the Association and including arranging for ancillary administrative services such as legal, accounting, financial and communication services such as informing Owners of activities, meetings, and other important events.

(j) Accepting any instrument of conveyance with respect to any Common Area delivered to the Association.

(k) Taking any and all actions as delegated by the Country Chase Master Homeowners Association, Inc., Master Architectural Committee or as otherwise required in the Master Declaration.

8.3 MEMBERSHIP AND VOTING RIGHTS.

(a) Every Lot Owner of any Lot lying within Country Chase shall be a Member of the Country Chase Residential Homeowners Association and, by acceptance of any ownership interest in a Lot, agrees to comply with and abide by the terms and provisions set forth in the Governing Documents, as they may be amended from time to time, together with such rules and regulations as may be adopted and amended by the Association from time to time. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot with is subject to Assessment.

(b) The Association shall have two classes of voting membership:

Class A. Class A Members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote of such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant or its successors or assigns. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and covert to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) The Declarant elects by written notice to the Association; or

(2) The date exactly one (1) months after the Declarant has conveyed seventy five percent (75%) of all Lots to Members other than builders, contractors, or others who purchase Lots for the purpose of constructing improvements thereon for sale; or,

(3) January 1, 2006.

Provided, however, in the event additional Lots are added to the Association by annexation after the Class B membership cease as described above, the Class B membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events. Notwithstanding anything to the contrary contained herein, upon conversion of the Class B membership to Class A membership, the Declarant shall become a Class A

member with regard to each Lot owned by it, and shall be entitled to one (1) vote for each such Lot on all questions and matters coming before the membership of the Association for a vote thereon.

ARTICLE IX

Covenants for Maintenance Assessments

9.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Declarant, for each Lot owned, hereby covenants and each Owner of any Lot, by acceptance of a deed thereto (regardless of how title is acquired, including, without limitation, a purchase at a judicial sale) is deemed to covenant and agree to pay to the Association any Assessment or charges and special or enforcement Assessment which the Master Homeowners Association or Residential Homeowners Association shall from time to time fix and establish in accordance with terms hereinafter set forth. Such Assessments shall also include assessments for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

All such assessments, together with late fees, interest, costs (including court costs), and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Property at the time when the Assessment fell due until paid.

9.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and easement area benefitting the Property, or right-of-way area adjacent to the Property the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Board deems appropriate.

9.3 MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual Assessment (not including special assessments or enforcement assessments) shall be Five Hundred Dollars (\$500) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year by fifteen percent (15%) above the maximum annual Assessment for the previous year unilaterally by the Board without the affirmative vote of or confirmation by the Association's Members.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, any increase in the maximum annual Assessment (not including special assessments or enforcement assessments) more than fifteen percent (15%) of the prior year's maximum annual Assessment, requires the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Lot Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose; provided, however, in no event shall more than one vote be cast with respect to any Lot (except for the Declarant).

(c) The Board may fix the annual Assessment at an amount not in excess of the maximum.

9.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. The Association may levy, in any assessment year, a special Assessment applicable to that year, provided that any such assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Lot Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose; provided, however, in no event shall more than one vote be cast with respect to any Lot (except for the Declarant).

9.5 ENFORCEMENT ASSESSMENTS. The Association may levy an Enforcement Assessment against an Owner's Lot to recover any indebtedness of Owner to the Association arising under any provision of the Governing Documents.

9.6 COMMENCEMENT ASSESSMENT. A commencement Assessment of Two Hundred Fifty Dollars (\$250) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant or its successor. The Association may use the commencement Assessment for any of the purposes set forth in this Declaration.

9.7 DATE OF COMMENCEMENT OF COMMON ASSESSMENTS: DUE DATES. The Common Assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Lot Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

9.8 DECLARANT'S OBLIGATION FOR ASSESSMENTS. Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect not to pay the Assessment on each such unoccupied Lot. Should Declarant elect not to pay the Assessments, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Section 8.2 of Article VIII hereof, in excess of the total amount collected by the Association through all Assessments. This obligation of Declarant shall hereinafter be referred to as Declarant's "Deficiency Obligation". Irrespective of any election on the part of Declarant, any Dwelling Unit located on any Lot owned by Declarant which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of

being obligated to pay the full impact of all Assessments for each Lot owned by Declarant at the time said revocation is presented to the Association.

9.9 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of Thirty-Five Dollars (\$35) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9.10 ASSUMPTION OF DELINQUENT ASSESSMENTS BY SUCCESSORS. The personal component of the obligation for delinquent Assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

9.11 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Any unpaid Assessment which cannot be collected as a lien against any 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 assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no institutional lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such institutional lender or purchaser, shall be personally obligated to pay Assessments that accrue prior to the institutional lender's or the foreclosure purchaser's acquiring title.

Failure to pay Assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect Assessments.

9.12 EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein:

- (a) All Common Area.
- (b) Any property not designated as a Lot.

ARTICLE X

ENFORCEMENT OF NON-MONETARY DEFAULTS

10.1 NON-MONETARY DEFAULTS. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the

Governing Documents or restrictions set forth by the Master Association of the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and diligently proceed to completely cure the violation, the Association may, at its option:

(a) **SPECIFIC PERFORMANCE.** Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) **DAMAGES.** Commence an action to recover damages; and/or

(c) **CORRECTIVE ACTION.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which approval from the Architectural Committee has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board or Architectural Committee.

10.2 EXPENSES. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be an Assessment and assessed against the applicable Owner, and shall be due upon written demand by the Association.

10.3 LATE FEES. Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Thirty-Five Dollars (\$35) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot.

10.4 NO WAIVER. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

10.5 RIGHTS CUMULATIVE. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

10.6 ENFORCEMENT BY OR AGAINST THE PERSONS. In addition to the foregoing, the Declaration may be enforced by Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any

violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

10.7 CERTIFICATE AS TO DEFAULT. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI **INDEMNIFICATION**

11.1 INDEMNIFICATION OF OFFICERS, DIRECTORS OR AGENTS. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent 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 any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII **HUD/VA APPROVAL**

12.1 As long as there is a Class B Membership, and so long as the Department of Housing and Urban Development or Veteran's Administration is holding, insuring, or guaranteeing any loan secured by property subject to the Governing Documents (as defined in this Declaration), the following actions will require the approval of the Department of Housing and Urban Development or the Veteran's Administration: annexation of additional properties; dedication of Common Area; or Amendment to this Declaration.

ARTICLE XIII **General Provisions**

13.1 AMENDMENT.

(a) **AMENDMENT BY THE ASSOCIATION.** This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association; provided, however, in no event shall more than one vote be cast with respect to any Lot (except for the Declarant). Any amendment of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida. Any Amendment to this Declaration shall not restrict or otherwise interfere with the rights contained herein with respect to the Master Association.

(b) **AMENDMENT TO COMPLY WITH GOVERNMENTAL AUTHORITY.** As long as there is a Class B Membership, Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, SWFWMD, Federal National Mortgage Association, Hillsborough County, or any other governmental agency.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF SWFWMD.

(c) AMENDMENT TO CORRECT SCRIVENER'S ERRORS AND CLARIFY AMBIGUITIES. Declarant shall have the right at any time to amend this Declaration to correct scrivener's errors and to clarify ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

13.2 DURATION. The protective covenants, conditions, easements and restrictions set forth in this Declaration shall be covenants running with the land and shall be binding upon all parties and all persons having an interest in any portion of the land lying and being within the Subdivision, for a period of twenty-five (25) years from the date this Declaration is recorded among the Public Records of Hillsborough County, Florida after which time the same shall be automatically extended for successive periods of twenty-five (25) years, unless terminated in accordance with the terms of this Declaration.

13.3 TERMINATION. This Declaration may only be terminated upon written consent of ninety percent (90%) of all of the Lot Owners in the Homeowners Association (one vote for each Lot), which written consent must be duly recorded among the Public Records of Hillsborough County, Florida, subject, however to any prior governmental approval required by the Hillsborough County Land Development Code, or other applicable regulations. Notwithstanding anything to the contrary herein contained, so long as the Developer holds any Lot in the Subdivision for sale in the ordinary course of business, this Declaration shall not be terminated without its consent.

13.4 ENFORCEMENT. In addition to the enforcement provisions otherwise contained in this Declaration, the Developer, the Homeowners Association or any Lot Owner shall have the right to proceed at law or in equity against any person or persons or other legal entities violating or attempting to violate any of the provisions set forth in this Declaration or to recover damages for such violations and failure by the Homeowners Association of any Lot Owner to enforce any provision set forth therein shall in no way be deemed a waiver of the right to do so thereafter.

13.5 INCORPORATION OF DECLARATION. Any and all deeds conveying a Lot or any portion of the Subdivision shall be conclusively presumed to have incorporated therein all of the terms, conditions and provisions of this Declaration whether or not such incorporation is specifically set forth by reference in such deed, and acceptance of the grantee of such deed shall be conclusively deemed to be an acceptance by such grantee of all the terms and conditions of this Declaration.

13.6 CONSTRUCTION. Whenever the context so permits or requires, the use of the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

13.7 SEVERABILITY. Invalidity of any one of these covenants, restrictions, conditions or easements by judgement or Court order shall in no way effect any other provision, which shall remain in full force and effect.

13.8 BINDING EFFECT. This Declaration shall be binding upon and inure to the benefit of the Developer, the Homeowners Association, and each of the Lot Owners, their respective heirs,

personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any of said parties. The Homeowners Association is a party to this Declaration so as to assume the obligations and responsibilities set forth herein.

13.9 EFFECTIVE DATE. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, BEAZER HOMES CORP., a Tennessee corporation, and Country Chase Residential Homeowners Association, Inc., a Florida corporation not-for-profit, have caused this Declaration of Covenants, Conditions and Restrictions of Country Chase to be executed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Nanette L. Rosello
Witness Signature
Nanette L. Rosello
Witness Printed Name

BEAZER HOMES CORP., INC.,
a Tennessee corporation

By: [Signature]
Name: Jeff King
Title: Vice President

Julie T. Hazlett
Witness Signature
JULIE T. HAZLETT
Witness Printed Name
As to BEAZER HOMES CORP., INC.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8TH day of March, 2002 by Jeff King as Vice President of BEAZER HOMES CORP., INC., a Tennessee corporation, on behalf of the corporation. He is (Notary choose one) ☒ personally known to me, or ☐ has produced _____ as identification.

[Signature]
Notary Signature
ALFRED J. KESLER
Notary Printed Signature

ALFRED J. KESLER
Notary Public - State of Florida
My Commission Expires Aug. 14, 2005
Commission # CC671789

Signed, Sealed and Delivered
in the presence of:

**COUNTRY CHASE RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.,**
a Florida corporation not-for-profit

[Signature]
Witness Signature
JEFFERY R. KING
Witness Printed Name

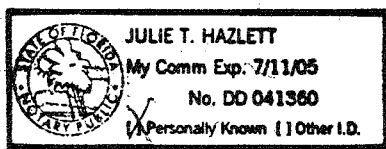
By: [Signature]
Name: Al Kesler
Title: President

[Signature]
Witness Signature
Nanette L. Rosello
Witness Printed Name

As to COUNTRY CHASE RESIDENTIAL HOMEOWNER'S ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me this 8th day of March, 2002, by Al Kesler as President of Country Chase Residential Homeowners Association, Inc., a Florida corporation not-for-profit. He is (Notary choose one) ☒ personally known to me, or ☐ has produced _____ as identification.



[Signature]
Notary Signature
JULIE T. HAZLETT
Notary Printed Signature