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OR BK 11547 PG 0843

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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P. Beckhaas

INSTR # 2002102587
OR BK 11522 PG 0353

RECORDED 03/28/2002 09:04 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S. Edson

**AMENDED AND RESTATED
MASTER
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
COUNTRY CHASE**

THIS AMENDED AND RESTATED MASTER DECLARATION of Covenants, Conditions and Restrictions for COUNTRY CHASE is made this 16TH 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 filed and recorded the Declaration of Covenants, Conditions and Restrictions of COUNTRY CHASE as Instrument No. 2002061520 in Official Records Book 11440, Page 1515, of the Public Records of Hillsborough County, Florida

WHEREAS, Declarant desires to amend and restate the Master Declaration of Covenants, Conditions and Restrictions of Country Chase as hereinafter provided

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 "COUNTRY CHASE PROPERTY"), and

WHEREAS, COUNTRY CHASE PARTNERS, LLC, a Florida limited liability company ("CCP"), is the owner of a portion of the Property (as hereinafter defined) equal to approximately 14.35 acres for the purpose of developing a townhouse complex (such portion of the Property is more specifically described on the attached Exhibit "B" and is hereinafter sometimes referred to as the "CCP PARCEL"), and

WHEREAS, pursuant to an agreement between Declarant and CCP, Declarant is authorized to create and record this Declaration with respect to the Property and form a master home owners' association in order to maintain, and levy assessments on, the Property, and

WHEREAS, Declarant intends to develop the COUNTRY CHASE 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 MASTER 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 and 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

THIS INSTRUMENT IS BEING
RE-RECORDED TO INCLUDE
CORRECT EXHIBIT C

Norton County EN
1819 Main St 410
San Jose FL 34034

ARTICLE I

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 COMMITTEES of (i) Country Chase Residential Homeowners Association, Inc., a Florida Corporation (the Residential Sub-Association), pursuant to the terms and conditions contained in such association's Declaration of Covenants, Conditions and Restrictions, as amended (the "Residential Declaration"), and/or (ii) the sub association governing the Complex hereafter established pursuant to the declaration described in Paragraph 2.1 hereof, for the control of the design and location of all STRUCTURES and other work within the CCP Parcel.

1.2 **ASSESSMENTS** shall mean any ASSESSMENTS or charges made by the COUNTRY CHASE MASTER 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, and the Articles of Incorporation, By-laws, and rules and regulations of the COUNTRY CHASE MASTER HOMEOWNERS ASSOCIATION, INC., as they may be amended from time to time. A copy of the Articles of Incorporation and Bylaws of COUNTRY CHASE MASTER HOMEOWNERS ASSOCIATION, INC. are attached hereto and incorporated herein by reference as **Exhibit "C"** and **Exhibit "D"** respectively.

1.4 **BOARD OR BOARD OF DIRECTORS** shall mean the BOARD OF DIRECTORS of the COUNTRY CHASE MASTER HOMEOWNERS ASSOCIATION, INC.

1.5 **MASTER COMMON AREAS OR COMMON AREAS** shall mean the land use classification assigned to that portion of the lands of COUNTRY CHASE owned by, or the use of which has been granted to, the MASTER HOMEOWNERS ASSOCIATION as set forth in this DECLARATION and/or as described on the Plat(s). **MASTER COMMON AREAS** shall include all entry features and improvements, including landscaping located at all entrances to the Property, that portion of the road, roadways and sidewalks located from the entrance to the Property to the entrance of the CCP PARCEL including any easements running on, over or under or through the Property that serve any portion of the CCP PARCEL, the pool area and all related improvements and recreational facilities that are available to the owner of any Lot and as otherwise designated as recreational areas on the Plat and all stormwater retention and detention facilities, and related improvements for stormwater management of the Property. In addition Master Common Areas mean and refer to any other parking areas, roads, roadways, access and utility easements, sidewalks, paths, entryways, swale areas, recreation facilities, access gates, and open areas reserved to or owned by Master Association. Declarant may convey a Common Area to the MASTER 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 MASTER HOMEOWNERS ASSOCIATION shall accept title to any real property or personal property offered to the MASTER HOMEOWNERS ASSOCIATION by Declarant.

1.6 **COMPLEX** shall mean a town home complex to be located on the CCP PARCEL.

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

1.8 **COUNTY** shall mean Hillsborough County, Florida.

1.9 **DECLARATION** shall mean this document as amended from time to time.

1.10 **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.

1.11 **DWELLING UNIT** shall mean any residential DWELLING UNIT and/or town home/unit intended as an abode for one (1) family, constructed on the COUNTRY CHASE Parcel and given a Certificate of Occupancy by the applicable governmental entity.

1.12 **HOMEOWNERS ASSOCIATION OR ASSOCIATION or MASTER HOMEOWNERS ASSOCIATION OR ASSOCIATION** shall mean the COUNTRY CHASE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors or assigns. The HOMEOWNERS ASSOCIATION is NOT a condominium association.

1.13 **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, also known as and referred to as the MASTER DOCUMENTS.

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

1.15 **LAKEFRONT PROPERTY** shall mean and refer to any Property designated on the Plat(s) comprising COUNTRY CHASE, that adjoins a Lake.

1.16 **LOT** shall mean and refer to (i) each separate platted lot intended for a unit/town home forming a part of the CCP PARCEL, and (ii) each residential lot designated on the Plat(s) comprising the COUNTRY CHASE PROPERTY.

1.17 **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.

1.18 **MEMBER** shall mean an OWNER or DEVELOPER.

1.19 **PROPERTY or COUNTRY CHASE** shall mean and refer to the real property described in Exhibit "A" and Exhibit "B" attached hereto, together with such additional lands as are hereafter added by Developer in its sole and absolute discretion. The term PROPERTY shall specifically include the CCP PARCEL and the COUNTRY CHASE PROPERTY.

1.20 **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.

1.21 **CCP** shall mean COUNTRY CHASE PARTNERS, LLC, a Florida limited liability company.

1.22 **CCP PARCEL** shall mean a portion of the PROPERTY equal to approximately 24.12 acres which CCP has purchased for the purpose of developing the COMPLEX and is more specifically described on Exhibit "B" attached hereto.

1.23 **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.

1.24 **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 (including, without limitation, the Complex).

ARTICLE II

Property Subject to this Declaration

2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is all of the property forming and being a part of the COUNTRY CHASE PROPERTY and the CCP PARCEL. The CCP PARCEL is to be developed, managed, operated and maintained as a separate and distinct town home complex consisting of approximately 180 platted Lots (the "Complex"). All covenants, conditions, easements and restrictions contained in this Declaration shall be binding upon and inure to the benefit of the Owner(s). CCP shall establish a sub-homeowners association (the "Complex Sub-Association") and record a declaration of covenants, conditions and restrictions (the "Complex Declaration") governing the operation, maintenance and occupancy of the Complex and CCP PARCEL. Such additional rules and regulations shall be consistent with the terms, provisions and restrictions contained in this Declaration. The Complex Declaration and all rules, regulations, restrictions, sub-associations or other documents governing the Complex and/or the CCP PARCEL, and any and all amendments thereto, shall be subject to the review and prior written approval of Declarant and its counsel, which approval may be given or withheld in the Declarant's sole discretion, while the Developer remains a class "B" Member of the Association. In addition, Developer may, but shall not be required to, establish additional written rules and regulations governing the operation, maintenance and occupancy of the Property other than the CCP PARCEL, including, without limitation the formation of a sub-association or other governing body. In the event of any conflict between any of the terms and provisions of the Master Declaration or Articles of Incorporation and By-laws for the Master Association and any of the terms and provisions of any declaration for the CCP PARCEL or any Articles, By-laws or other rules and regulations established for the CCP PARCEL, the terms and provisions of the Master Declaration, Articles of Incorporation and By-laws for the Master Association and any other rules promulgated by the Master Association shall prevail.

ARTICLE III

Plan for Development

3.1 GENERAL PLAN FOR DEVELOPMENT. Except as provided herein with respect to the CCP PARCEL, 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

4.1 In order to establish and maintain an exclusive residential subdivision of the highest quality for the maximum benefit and enjoyment of the Owners, Developer and CCP, shall establish pursuant to the governing documents of the Residential Sub-Association (including the Residential Declaration) and the Complex Sub-Association (including the Complex Declaration) respectively, and their successors and assigns, rules, regulations, covenants, conditions, easements and restrictions which 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 COUNTRY CHASE PROPERTY and the CCP PARCEL respectively. Any and all such rules, regulations, covenants, conditions, easements and restrictions, as amended shall be subject to the review and prior written approval of Declarant.

ARTICLE VCommon Areas, Easements, Other Rights and Regulations

5.1 **COMMON AREAS** The Common Areas include, but are not limited to, the holdings listed herein and/or further identified on the Plat of COUNTRY CHASE.

5.2 **COMMON AREAS USE AND OWNERSHIP.**

(a) **Use of the Common Areas** The land comprising the Common Areas, as depicted on the Plat(s) and as defined in this Declaration, is intended to benefit and to be used by all Owners of Property in 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 the 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 or portions of or other Property. Access to the portions of all Common Areas adjacent and to the rear of any portion of the Property is hereby restricted to the Owners of the adjoining Property 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, an Owner shall maintain an easement through such Common Area to the extent required for ingress and egress.

5.3 **COMMON AREA MAINTENANCE** Commencing with completion of the Property 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 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 to the Residential Sub-Association and/or the Complex Sub-Association to the extent such sub-associations' members are the exclusive

beneficiaries of and/or enjoy the exclusive use of such Common Areas. In the event one or more of such sub-associations fail to maintain all or any portion of the Common Area as delegated by the Association, the Association may undertake such maintenance and may assess such sub-associations and/or the respective Owners for such purposes.

5.4 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, 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 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 or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-Association.

The Homeowners Association shall establish a maintenance program for all Common Areas 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 shall be maintained by the Homeowners' Association or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-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.

5.5 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 Property 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 5.5, the Developer and the Homeowners' Association or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-Association, 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 Owners of Lakefront Property recognize 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 or the Homeowners' Association, or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-Association, 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 or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-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 or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-Association.

Neither Declarant nor the Association (or its designees) 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 or the 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 and the Association. Each Owner hereby acknowledges that Lake level fluctuations are a naturally occurring phenomenon and each Owner, by the acceptance of his deed, shall be deemed to have agreed that neither Declarant, the Association (or its designees), 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.

5.6 **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.

5.7 **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS AND FLOOD WAY RESTRICTIONS** It shall be the responsibility of each Owner 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 Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds on or abutting their portion of the Property. Removal includes dredging, the application of herbicide or algicide, cutting and introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to Southwest Florida Water Management District.

No Owner of the Property 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 5.5 above, the Homeowners' Association or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-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 5.5 above, the Homeowners' Association or, if delegated by the Association, the Residential Sub-Association and/or Complex Sub-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

5.8 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 respective Owner, 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 any portion of the COUNTRY CHASE PROPERTY or CCP PARCEL 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 Owner or the Homeowners' Association and without compensation to any 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 Structure or Dwelling Unit during the construction thereof.

5.9 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 V, Section 5.9. No Owner shall violate said restrictions contained in said easements and contained in the Wetland Protection Policies of Hillsborough County. Developer 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 any portion of the Property 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, Lots and CCP PARCEL, as designated on the Plat(s)

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

5 10 **EASEMENT FOR ENCROACHMENTS** An easement(s) for encroachments in favor of the Declarant, the Homeowners' Association (or its designees) 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 and all their designees

5 11 **ADDITIONAL EASEMENTS** Declarant, as long as Declarant is a Class B member of the Homeowners' Association, and the Homeowners' 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 and the Homeowner's 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.

5.12 **ASSIGNMENT** The easements reserved hereunder unto Declarant may be assigned by Declarant in whole or in part to the Homeowners' Association or any sub-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.

5.13 **ASSOCIATION RIGHT OF ENTRY** The Homeowners' Association and its designees has the irrevocable right of access to any portion of the Property, including any Lot and the CCP PARCEL, during reasonable hours, when necessary for the ordinary maintenance, repair or replacement of any Common Areas or easements, and without notice, for making emergency repairs which are necessary to prevent damage to the Common Areas or to other Lots, Dwelling Units, Structures or the CCP PARCEL.

5.14 **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 VI

Architectural Control

6.1 GENERAL

(a) To further ensure the maintenance of the Property as a residential area of the highest quality and standards and in order to ensure that all improvements and landscaping constructed and maintained upon any portion of the Property shall present an attractive and pleasing appearance, there shall be a Master Architectural Committee to review all plans and specifications prior to commencement of construction on any portion of the Property. The original Master Architectural Committee shall be composed of a minimum of three (3) persons appointed by the Declarant who shall serve on the Committee so long as the Declarant is a member of the Homeowners' Association. Until such time as the Declarant is no longer an Owner of any Lot in COUNTRY CHASE, the Declarant shall have the right to remove or replace the members of all architectural control committees established with respect to the Property as it deems necessary in its sole and absolute discretion. In addition, Declarant shall have the right, but not the obligation, to establish, revise and/or amend all Architectural Standards for the Property until such time as the Declarant is no longer an Owner of any Lot in COUNTRY CHASE. At such time as Declarant is no longer an Owner of any Lot in COUNTRY CHASE, the Architectural Committee established by each sub-association shall govern their respective developments. At such time as the Declarant is no longer an Owner of any Lot in COUNTRY CHASE, the Homeowners' Association shall appoint an Architectural Committee to replace the Committee originally appointed by the Declarant. Until such time as Declarant is no longer an Owner of any Lot in COUNTRY CHASE, the Declarant shall have the final right to approve all architectural standards promulgated by the Master Association or any sub-association for any portion of the Property. In addition, the construction of all dwelling units, townhomes, or any other improvements and landscaping on any portion of the Property must first receive the prior review and written approval of Declarant. All site plans, plans and specifications, site elevations, building plans and other materials deemed relevant by Declarant in its review of all improvements shall be delivered to Declarant prior to the commencement of construction of any dwelling unit or improvements on any portion of the Property. Declarant shall have thirty (30) days from its receipt of all requested information to approve or reject such plans. In the event such plans are approved, Declarant shall stamp the plans with Declarant's seal approving the same. In the event any plans are rejected, the same must be modified and resubmitted to Declarant pursuant to the terms of this paragraph.

(b) The Residential Sub-Association and Complex Sub-Association pursuant to their respective declarations, shall establish architectural committees for the respective developments for the control of the design and location of the Structures and other work. The Architectural Standards may not be contrary to the provisions of this Declaration or as established by the Master Architectural Committee from time to time and shall be consistent with the original architectural, structural, aesthetic and environmental

concept of the Property and Structures and Dwelling Units located thereon. 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.

6.2 **POWER OF ARCHITECTURAL COMMITTEE**

In the event the Residential Sub-Association and/or Complex Sub-Association, or their respective architectural committees, shall fail to enforce any term, restriction, obligation and/or condition contained in their respective declarations, rules and/or regulations, as established and amended from time to time, the Homeowners Association is hereby given and granted the power and discretion to control and approve all buildings, Structures, landscaping and other improvements to be constructed upon any portion of the Property in the manner and to the extent set forth in such declarations, rules and regulations. In exercising such power and discretion, the Homeowners Association shall have all rights, powers and authority to act in place of the architectural committee or board of directors whose rules, regulations and restrictions are sought to be enforced.

6.3 **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 contained herein. After Developer ceases to be a Class B Member, the right to grant variances in accordance with this Section shall be reserved unto the Homeowners Association or applicable sub-architectural committee. 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, the Architectural Committee or applicable sub-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.

ARTICLE VII

Homeowners' Association

7.1 **INCORPORATION.** Declarant has caused COUNTRY CHASE MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, to be incorporated pursuant to the Florida Statutes.

7.2 **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 Common Areas 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 Owners.

(g) Except as provided in Section 5.5 of Article V 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) Governing, controlling, monitoring, operating and assessing any sub-associations or other entities related to the Property

7.3 MEMBERSHIP AND VOTING RIGHTS.

(a) Every Owner of any Lot shall be a Member of the COUNTRY CHASE MASTER HOMEOWNERS ASSOCIATION and, by acceptance of any ownership interest in the Property, 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 convert 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) month 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.

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BOARD OF DIRECTORS.

(a) The Board of Directors shall be composed of four (4) directors. The Declarant shall have the right to appoint all of the members of the Board of Directors until the Termination Date of the Class B Membership described above, at which time the Members', and only those Members who are also members of the Residential Sub-Association shall have the right to elect one-half (1/2) of the total directors and the Members, and only those Members, who are also Members of the Complex Sub-Association shall have the right to elect one-half (1/2) of the total directors. All such directors shall be elected in accordance with the Association's Bylaws. The decision of a majority of the directors shall constitute the act of the Board of Directors.

(b) Except for the Declarant, the directors of the Association must also be directors of the appropriate sub-association from which they were elected (i.e. the Residential Sub-Association or Complex Sub-Association). No director may be removed as a director of the Association unless he is also removed as a Director of the Sub-Association.

ARTICLE VIII

Covenants for Maintenance Assessments

8.1 **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Declarant, for each Lot owned and CCP for the CCP PARCEL, hereby covenants and each Owner of any Lot and the CCP PARCEL, by execution of this Declaration or 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 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.

8.2 **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 benefiting 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.

8.3 **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

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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

8.4 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 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)

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

8.6 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.

8.7 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 and/or CCP, Declarant and/or CCP may elect not to pay the Assessment on each such unoccupied Lot. Should Declarant and/or CCP elect not to pay the Assessments, Declarant and/or CCP shall pay all costs incurred by the Association in accomplishment of the purposes set forth in this Declaration and in the other Governing Documents specifically including but not limited to Section 7.2 of Article VII hereof, in excess of the total amount collected by the Association through all Assessments. This obligation of Declarant and CCP shall hereinafter be referred to as Declarant's and CCP's "Deficiency Obligation". Irrespective of any election on the part of Declarant and/or CCP, any Dwelling Unit located on any Lot owned by Declarant and/or CCP which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant and/or CCP may at any time revoke this election and place itself in the position of being obligated to pay the full impact of all Assessments for each Lot owned by Declarant and/or CCP at the time said revocation is presented to the Association. With respect to the Declarant's and CCP's Deficiency Obligation, Declarant and CCP shall share all such costs on a pro rata basis based on the number of platted lots in the COUNTRY CHASE PARCEL and CCP PARCEL as they each relate to the total number of platted Lots in COUNTRY CHASE. The resulting percentage (39% for the Declarant and 61% for CCP) shall be the pro rata share paid by Declarant and CCP respectively for such Deficiency Obligation.

8.8 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 Property.

8.9 ASSUMPTION OF DELINQUENT ASSESSMENTS BY SUCCESSORS The personal component of the obligation for delinquent Assessments shall not pass to an 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 Property until such time as it is fully paid.

8.10 **SUBORDINATION OF THE LIEN TO MORTGAGES** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage in favor of an institutional lender, provided that such institutional first mortgage is recorded prior to the recording of any claim of lien filed by the Association on any Lot. 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. For purposes of this paragraph an institutional lender shall mean and refer to any bank, savings and loan association, credit union, life insurance company, brokerage firm, or other entity in the business of making loans, other than an individual.

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.

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

- (a) All Common Area

ARTICLE IX ENFORCEMENT OF NON-MONETARY DEFAULTS

9.1 **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 Association or any restrictions set forth by any sub-association (provided that the sub-association has not already undertaken enforcement against such Member or Owner), 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 any portion of the Property 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

9.2 **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.

9.3 **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.

9.4 **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.

9.5 **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.

9.6 **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.

9.7 **CERTIFICATE AS TO DEFAULT.** Upon request by any Owner or mortgagee, holding a mortgage encumbering any portion of the Property, 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 X

INDEMNIFICATION

10.1 **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 or Officer 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 or employee 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 or employee 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 or employee of the Association, or is or was serving at the request of the Association as a Director, Officer or employee 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 XI

HUD/VA Approval

11.1 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 XII

General Provisions

12.1 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.

(b) **AMENDMENT BY DECLARANT.** 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, specifically including but not limited to the right to amend the Declaration 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.

(d) **FURTHER RESTRICTIONS** Following the termination of Declarant as a Class B member, this Declaration shall not be amended in any way the effect of which would be to amend or otherwise conflict with the terms of the Residential Declaration or the Complex Declaration.

12.2 **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.

12.3 TERMINATION. This Declaration may only be terminated upon written consent of ninety percent (90%) of all of the 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.

12.4 ENFORCEMENT. In addition to the enforcement provisions otherwise contained in this Declaration, the Developer, the Homeowners' Association or any 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 Owner to enforce any provision set forth therein shall in no way be deemed a waiver of the right to do so thereafter.

12.5 INCORPORATION OF DECLARATION. Any and all deeds conveying a Lot or any portion of the Property 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.

12.6 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.

12.7 SEVERABILITY. Invalidation 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.

12.8 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.

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

OR BK 11522 PG 0371

IN WITNESS WHEREOF, BEAZER HOMES CORP., a Tennessee corporation, and COUNTRY CHASE MASTER 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:

Witness Signature

SPENCER R. KING
Witness Printed Name

Witness Signature

ALFRED J. KESLER
Witness Printed Name

BEAZER HOMES CORP.,
a Tennessee corporation

By:

LOU STEFFENS
Name

DIVISION PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH.

The foregoing instrument was acknowledged before me this 15TH day of March, 2002 by LOU STEFFENS as DIVISION PRESIDENT of BEAZER HOMES CORP., a Tennessee corporation, on behalf of the corporation. He is (Notary choose one) ☒ personally known to me, or ☐ has produced _____ as identification.

ALFRED J. KESLER
Notary Signature

ALFRED J. KESLER
Notary Printed Signature

My Commission Expires:

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

OR BK 11547 PG 0861

OR BK 11522 PG 0372

[Signature]
Witness Signature
Robyn M. Elka
Witness Printed Name
[Signature]
Witness Signature
ALFRED J. KESLER
Witness Printed Name

COUNTRY CHASE MASTER HOMEOWNERS
ASSOCIATION, INC., a Florida corporation

By [Signature]
Name JEFFREY KING
Title DIRECTOR

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of March, 2002 by
JEFFREY KING as DIRECTOR of COUNTRY CHASE MASTER HOMEOWNERS
ASSOCIATION, INC., a Florida 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

My Commission Expires:

ALFRED J. KESLER
Notary Public, State of Florida
My Commission Expires Aug. 14, 2005
Commission # CC671389

OR BK 11547 PG 0862

OR BK 11522 PG 0373

COUNTRY CHASE PARTNERS, LLC., a Florida
limited liability company

[Signature]
Witness Signature
ROGER LEIBIN
Witness Printed Name

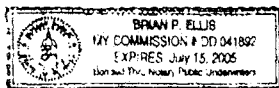
By [Signature]
Name DAVID S. WARE
Title MANAGING MEMBER

[Signature]
Witness Signature
Brian P. Ellis
Witness Printed Name

Witness Printed Name

STATE OF FLORIDA
COUNTY OF SEMIHOLIC

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by
DAVID S. WARE as MANAGING MEMBER of COUNTRY CHASE
PARTNERS, LLC, a Florida limited liability company. He is (Notary choose one) ☒ personally known to
me, or ☐ has produced _____ as identification



Notary Signature [Signature]
Notary Printed Signature Brian P. Ellis

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Restated Declaration-FINAL rtf wpd

OR BK 11547 PG 0863

EXHIBIT 'A'

A PORTION OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING NORTHERLY OF OLD MEMORIAL HIGHWAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN S 89°39'26" E ALONG THE SOUTHERLY LINE OF PARCEL A, AS SHOWN AND DEPICTED ON THE PLAT OF "COUNTRYWAY PARCEL B TRACT 22", RECORDED IN PLAT BOOK 59, PAGES 59-1 THROUGH 59-11, OF THE 'PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1651.62 FEET TO THE WESTERLY LINE OF SAID PARCEL A; THENCE RUN S 00°00'38" W ALONG SAID WESTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1271.63 FEET; THENCE RUN N 89°42'49" W, A DISTANCE OF 15.14 FEET; THENCE RUN N 30°46'40" W, A DISTANCE OF 48.22 FEET; THENCE RUN S 38°53'17" W, A DISTANCE OF 42.78 FEET; THENCE RUN S 12°54'55" W, A DISTANCE OF 8.07 FEET; THENCE RUN N 89°42'49" W, A DISTANCE OF 304.87 FEET; THENCE RUN S 49°22'39" W, A DISTANCE OF 178.04 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 29°17'01"; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.11 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 61°32'44"; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 263.17 FEET TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 81°38'23" W, A DISTANCE OF 30.00 FEET; THENCE RUN S 00°00'12" W, A DISTANCE OF 213.02 FEET; THENCE RUN N 89°59'48" W, A DISTANCE OF 62.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 73°09'37"; THENCE ON A CHORD BEARING OF S 21°07'03" W, RUN 114.92 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 49°17'39"; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.51 FEET TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 08°24'12" W, A DISTANCE OF 214.99 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLD MEMORIAL HIGHWAY (STATE ROAD 580); THENCE ALONG SAID LINE N 81°01'25" W, A DISTANCE OF 100.00 FEET; THENCE N 81°35'48" W, ALONG SAID LINE, A DISTANCE OF 10.45 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE N 00°00'02" W ALONG SAID LINE A DISTANCE OF 121.52 FEET TO A POINT ON THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE N 89°42'08" W ALONG SAID LINE A DISTANCE OF 330.40 FEET; THENCE S 00°00'13" W, A DISTANCE OF 74.43 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF OLD MEMORIAL HIGHWAY (STATE ROAD 580); THENCE ALONG SAID LINE THE FOLLOWING FIVE COURSES: N 81°35'48" W, A DISTANCE OF 155.56 FEET; N 82°44'33" W, A DISTANCE OF 100.02 FEET; N 81°01'25" W, A DISTANCE OF 100.01 FEET; N 82°10'11" W A DISTANCE OF 100.01 FEET; THENCE N 81°01'25" W A DISTANCE OF 10.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH RIVER ROAD; THENCE N 00°00'57" E, ALONG SAID LINE, A DISTANCE OF 1001.49 FEET; THENCE, LEAVING SAID LINE, S 89°40'59" E A DISTANCE OF 130.96 FEET; THENCE N 00°00'28" E A DISTANCE OF 221.20 FEET; THENCE N 89°40'59" W A DISTANCE OF 130.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH RIVER ROAD; THENCE N 00°00'57" E, ALONG SAID LINE, A DISTANCE OF 110.60 FEET TO A POINT ON THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 20; THENCE S 89°40'59" E, ALONG SAID LINE A DISTANCE OF 130.91 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 20; THENCE N 00°00'04" W, ALONG SAID LINE, A DISTANCE OF 661.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 68.17 ACRES, MORE OR LESS.

EXHIBIT 'B'

A PORTION OF SECTION 20, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING NORTHERLY OF OLD MEMORIAL HIGHWAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN S 89°39'26" E ALONG THE SOUTHERLY LINE OF PARCEL A, AS SHOWN AND DEPICTED ON THE PLAT OF "COUNTRYWAY PARCEL B TRACT 22", RECORDED IN PLAT BOOK 59, PAGES 59-1 THROUGH 59-11, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1651.62 FEET TO THE WESTERLY LINE OF SAID PARCEL A; THENCE RUN S 00°00'38" W ALONG SAID WESTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1271.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN S 00°00'38" W, ALONG SAID WESTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 964.46 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLD MEMORIAL HIGHWAY (STATE ROAD 580); THENCE ALONG SAID LINE THE FOLLOWING FOUR COURSES: N 81°35'48" W A DISTANCE OF 500.60 FEET; S 00°00'24" E A DISTANCE OF 10.11 FEET; N 81°35'48" W A DISTANCE OF 390.40 FEET; N 81°01'25" W A DISTANCE OF 10.44 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN N 08°24'12" E, A DISTANCE OF 214.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 49°17'39"; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.51 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 73°09'37"; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 114.92 FEET TO A POINT; THENCE RUN S 89°59'48" E, A DISTANCE OF 62.01 FEET; THENCE RUN N 00°00'12" E, A DISTANCE OF 213.02 FEET; THENCE RUN N 81°38'23" E, A DISTANCE OF 30.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 61°32'44"; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 263.17 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 29°17'01"; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.11 FEET TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 49°22'39" E, A DISTANCE OF 178.04 FEET; THENCE RUN S 89°42'49" E, A DISTANCE OF 304.87 FEET; THENCE RUN N 12°54'55" E, A DISTANCE OF 8.07 FEET; THENCE RUN N 38°53'17" E, A DISTANCE OF 42.78 FEET; THENCE RUN S 30°46'40" E, A DISTANCE OF 48.22 FEET; THENCE RUN S 89°42'49" E, A DISTANCE OF 15.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.05 ACRES, MORE OR LESS.