

*The Fairways  
of  
Countryway*

**Declaration of Covenants,  
Conditions and Restrictions**

OF THE FAIRWAYS

THIS DECLARATION, made on the date hereinafter set forth by WATERS AVENUE CORP., a Florida corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, as more particularly described on Exhibit A attached hereto and incorporated hereby by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "THE FAIRWAYS" on the Exhibit A land, and such other land as may be added thereto pursuant to the terms and provisions of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in Exhibit A together with such additions as may be made to such real property in accordance with the provisions herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant, hereby declares that the real property described and attached on Exhibit A shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

This instrument prepared by  
and to be returned to:

Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2515 Countryside Blvd. - Suite A  
Clearwater, FL 34623

## ARTICLE I

### DEFINITIONS

Section 1. "Articles" shall mean the articles of incorporation of the THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation.

Section 2. "Association" shall mean and refer to THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

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

Section 4. "By-Laws" shall mean the By-Laws of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, medians and shoulders of publicly dedicated collector and arterial roadways, certain boundary walls and entrance signs, and street lighting on publicly dedicated collector and arterial roadways.

Section 7. "Declarant" shall mean and refer to WATERS AVENUE CORP., a Florida corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from WATERS AVENUE CORP., unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by WATERS AVENUE CORP. as Declarant hereunder with regard thereto.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for THE FAIRWAYS and any amendments or modifications thereof hereafter made from time to time.

Section 9. "FHA" shall mean and refer to the Federal Housing Administration.

Section 10. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 11. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 12. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 13. "Institutional Lender" shall mean and refer to any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 14. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 15. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all

genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 16. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 17. "Master Plan" shall mean and refer to the Master Development Plan for THE FAIRWAYS on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time.

Section 18. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include WATERS AVENUE CORP.

Section 19. "Properties" shall mean and refer to that certain real property described on attached Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 20. "VA" shall mean and refer to the Veterans Administration.

## ARTICLE II

### PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon; to maintain the decorative entranceways to the Properties and landscaped medians and unpaved rights-of-way of publicly dedicated streets within the Properties; to maintain and repair the exterior surface of certain walls and fences bordering the Properties and bordering the publicly dedicated streets; to maintain and repair the surface of certain walls bordering the Properties and bordering the publicly dedicated streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas, publicly dedicated streets within the Properties, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of THE FAIRWAYS. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas.

Section 3. Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the publicly dedicated arterial and collector streets within THE FAIRWAYS or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Areas or the Lots, or other land of Owners adjacent to such rights of way. Whether or not located on Common Areas, the Association shall maintain and repair at its expense such Boundary Walls.

Section 4. Easement for Maintenance. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to publicly dedicated streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of Boundary Wall maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 5. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 6. Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

### ARTICLE III

#### PROPERTY RIGHTS

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

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot.

Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. This Section, however, shall not apply to the Declarant.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 7. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

Section 8. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot.

The Declarant shall be a member of the Association so long as it owns one (1) or more Lots.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the By-Laws. The two classes of voting memberships, and voting rights related thereto, are as follows:

1. Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

2. Class B. The Class B member of the Association shall be the Declarant, until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

3. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

(i) When 75% of the Lots are conveyed to Owners, other than Declarant; or

(ii) On December 31, 1996; or

(iii) When the Declarant waives in writing its right to Class B membership.

#### ARTICLE V

##### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article II, hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the By-Laws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and charges for Common Expenses; and (2) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association;



the maintenance, repair and replacement of Boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment for Common Expenses.

A. Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual common Expense assessment per Lot shall be One Hundred Dollars (\$100.00).

B. Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the total votes of all Voting Members regardless of Class.

C. Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expense may be increased above the increase permitted by Section 3A above by a vote of two-thirds (2/3) of each Class of Voting Members at a meeting duly called for this purpose.

D. Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Declarant's Common Expenses Assessment.

Notwithstanding any provision of this Declaration or the Association's Articles or By-laws to the contrary, as long as there is a Class B membership in the Association, Declarant shall not be obligated for, nor subject to any annual assessment for any lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's net expenses of operation otherwise to be

the Association from other sources) and the amount received from Owners, other than Declarant, in payment of the annual assessments levied against their respective Class A Lots. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Declarant may at any time give written notice to the Association prior to January 1 of a year, thereby terminating, effective as of the last day of the February of such year, its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot or completed Unit with a Certificate of Occupancy, owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessments shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots that are encumbered by this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area, Common Area of the Master Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject thereto on January 1, 1989, or upon the conveyance of the first lot by Declarant to its purchaser, whichever is later. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) 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 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.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure,

foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

Section 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a Boundary Wall, or portion thereof, pursuant to this Declaration hereof shall fail to do so, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Article VI, Section 9 above.

Section 15. Certificate of Amounts Due. 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 shall be binding upon the Association as of the date of its issuance.

## ARTICLE VII

### ADDITIONS TO COMMON AREA

Section 1. Additions. Additional land within the area described in Exhibit "A" may be brought within the jurisdiction and control of the Association as Common Area in the manner specified in Section 3 of

this Article, provided such is done within twelve (12) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions to the Common Area. Notwithstanding anything contained in this Section 1, the Declarant does not commit to, warrant or represent that any such additional Common Area shall be created or that, if it is created, what development thereof, if any, will be done.

Section 2. General Plan of Development. The Declarant has on file at its business office in Hillsborough County, Florida, presently located at 311 Park Place Boulevard, Suite 600, Clearwater, Florida 34619, a general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

Section 3. HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

1. Dedication of additional Common Areas;
2. Amendment of the Articles of Incorporation of the Association;
3. Amendment of the By-Laws of the Association;
4. Dissolution of the Association; and
5. Amendment of this Declaration.
6. Annexation of additional properties.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

Section 4. Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in Exhibit "A" attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

#### ARTICLE VIII

##### USE RESTRICTIONS

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot as shown in the Subdivision, except that more than one Lot may be used for one dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No Structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than seven and one-half (7-1/2) feet from a Side Yard Line or nearer than fifteen (15) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Hillsborough County Zoning Regulations in effect as of the date of the recording of these Restrictions; provided, however, the term "Structure" shall not

include a fence. The terms, "Side yard Line and Rear yard Line are as used in Exhibit B attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

Section 3. Dwelling. No dwelling shall have a floor square foot area of less than thirteen hundred (1300) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) or three (3) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2-1/2) stories nor thirty-five (35) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant and Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Subdivision as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the above-described Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement ten (10) feet wide running along the rear or side lot line, as the case may be, which is parallel to Waters Avenue with respect to the following Lots within the Subdivision: Lots 1 and 22 of Block 11A, and Lots 1, 10 through 14 inclusive, and 28 of Block 11B, all of the foregoing for the purpose of construction of a Subdivision privacy wall or fence and Subdivision name monuments. Once such fence or monuments, or both, have been erected by Declarant, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense,

to maintain, repair and replace such wall or fence and monuments in a neat and aesthetic condition like that as originally constructed by Declarant. Declarant shall have the right, but not the obligation, to maintain, repair, replace or remove such fence or monuments, or both, and shall have all easements reasonably necessary upon the Subdivision property to permit Declarant to exercise such rights. Nothing in this Paragraph shall be construed to obligate Declarant construct any such wall, fence or monument.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Subdivision, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Subdivision so as to provide access to these services to said abutting lands directly from the Subdivision.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Subdivision; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Subdivision.

Section 5. Use of Accessory Structures. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Subdivision.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Subdivision recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 1992, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and

model homes shall not be restricted or limited to Declarant's sales activity relating to the Subdivision, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "C"; provided, however, that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a Subdivision privacy fence or monument as provided in Subsection 4(c) of this Article. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of cypress or other wood materials and must be kept in good condition and repair. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line, or rear of the Rear Dwelling Line on any lots which abut a golf course. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design. As to any swimming pool built on any lots which abut a golf course, the swimming pool must be enclosed with a Screen Lanai, not a fence, wall or hedge.

Section 9. Vehicles. No motor vehicles shall be parked in the Subdivision except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view or on the Lot behind the Rear Dwelling Line and concealed from view of adjoining Lots and general public view. Any vehicle not in operable condition must be kept inside a garage and concealed from public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Satellite Dishes. No exterior radio, TV satellite dishes or other electronic antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages.

Section 13. Street Lighting. All Lots in the Subdivision shall be within a street lighting district pursuant to which street lighting service is to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect.

Section 14. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails to maintain their Lot as required herein, the Association, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse the Association for actual costs incurred therewith.

Section 15. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Subdivision other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision.

Section 16. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Subdivision, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- (a) With the express written consent of the Association.
- (b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.
- (c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.
- (d) It is the express intention of this Subsection (1) that the trees existing on the Subdivision at the time of the recording of this Declaration, and those permitted to grow in the Subdivision after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 17. Amendments and Modifications by Declarant. Notwithstanding any provisions of these restrictions to the contrary, Declarant, its successors and designated assigns, shall have the right and authority, subject to VA/FHA approval (which approval need not be evidenced of public record), for a period of three (3) years from the date of recording of these restrictions to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in Article VIII of these restrictions without notice to or approval by other lot owners of the subdivision, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth herein. All amendments, modifications, excep-



Section 13. Street Lighting. All Lots in the Subdivision shall be within a street lighting district pursuant to which street lighting service is to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect.

Section 14. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails to maintain their Lot as required herein, the Association, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse the Association for actual costs incurred therewith.

Section 15. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Subdivision other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision.

Section 16. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Subdivision, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(a) With the express written consent of the Association.

(b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(d) It is the express intention of this Subsection (1) that the trees existing on the Subdivision at the time of the recording of this Declaration, and those permitted to grow in the Subdivision after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 17. Amendments and Modifications by Declarant. Notwithstanding any provisions of these restrictions to the contrary, Declarant, its successors and designated assigns, shall have the right and authority, subject to VA/FHA approval (which approval need not be evidenced of public record), for a period of three (3) years from the date of recording of these restrictions to amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article VIII of these restrictions without notice to or approval by other lot owners of the subdivision, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth herein. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area

*duplicate  
page*

*CONTINUED*

*section 17*

of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot in the subdivision shall be conclusively deemed to be within the authority and right of Declarant under this Paragraph.

## ARTICLE IX

### ARCHITECTURAL CONTROL

Section 1. Generally. Prior to the commencement of the work described therein, all building plans and specifications, including plot plan, grading plan and material lists, for the original construction, alteration or addition of structures, or for the erection of walls, hedges or fences, and all plans for the landscaping of yards and yards that abut public streets, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by Declarant, its successors or designated assigns. Declarant shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to Declarant by certified or registered mail, return receipt requested, at 311 Park Place Boulevard, Suite 600, Clearwater, Florida, 34619, or such other address as Declarant may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Declarant shall be deemed approved. The rights granted to Declarant under this Paragraph shall terminate on December 31, 1995, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida.

Section 2. Modifications. No Owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their structure, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure within the walls of said structure, or change any grade or drainage flow of the Subdivision or modify any landscaping in the Subdivision without the written consent of the Declarant, for the period set forth in Section 1 of this Article and thereafter, from the Board of Directors of the Association or any Architectural Control Committee designated by the Board of Directors. The Declarant, and subsequently the Board of Directors of the Association, may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Declarant or Board of Directors of the Association, as applicable.

## ARTICLE X

### GENERAL PLAN OF DEVELOPER

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of THE FAIRWAYS additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of THE FAIRWAYS in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of THE FAIRWAYS is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of

*The FAIRWAYS*

Section 2. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the Public Records of Hillsborough County, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of eighty (80) percent of the Voting Members of each Class of members, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period by an instrument signed either by:

- (a) The Declarant, as provided in Section 5 of this Article;
- or
- (b) A vote of two-thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose; or
- (c) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section

Notwithstanding anything herein to the contrary, so long as Waters or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder.

Section 5. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of THE HAMPTONS. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 6. Master Association. In addition to the terms of this Declaration, and the Articles and By-Laws of the Association, all Lots are also subject to the terms and provisions of the Master Declaration of Covenants, Conditions and Restrictions for COUNTRYWAY, recorded in

O.R. Book 4756, at page 635, Public Records of Hillsborough County, Florida, together with all amendments thereof now or hereafter made, called the "Master Declaration". All Owners automatically become members of the Master Association and are subject to the Master Declaration, Articles of Incorporation, By-Laws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

Section 7. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed by their duly authorized officers and affixed their corporate seal as of this 22 day of November, 1988.

Signed, sealed and delivered in the presence of:

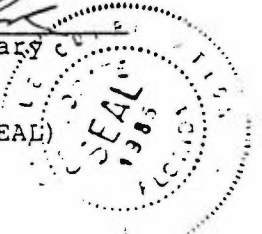
"Declarant"  
WATERS AVENUE CORP.

Michael Lawson

By Bill Daskaralis  
Vice President

Don Brock

Attest: Don Brock  
Secretary  
(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 22 day of November, 1988 by Bill Daskaralis and Larry S. Brock as Vice President and Secretary, respectively, of WATERS AVENUE CORP., on behalf of the corporation.

Don C. Rose  
Notary Public, State of Florida

My commission expires:  
 Notary Public, State of Florida  
My Commission Expires April 3, 1991  
... Bonded thru Troy Fair Insurance Inc.

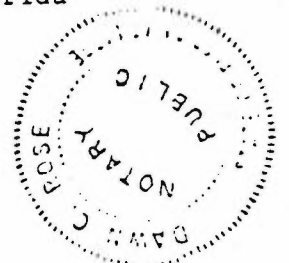


EXHIBIT "A"

THE FAIRWAYS

COUNTRYWAY PARCEL B TRACT 11

A portion of Section 21, Township 28 South, Range 17 East, Hillsborough County Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, thence N.01°05'03"E., 1799.71 feet along the East boundary of said Section 21 to a point on the North right-of-way line of WATERS AVENUE, said point being a non-tangent curve concave to the South having a radius of 1397.00 feet, thence WESTERLY, 328.74 feet along said right-of-way line and curve through a central angle of 13°28'58" (chord bears N.70°35'31"W., 327.98 feet), thence N.77°20'00"W., 850.00 feet along said right-of-way line to the beginning of a curve concave to the North having a radius of 3343.00 feet, thence WESTERLY 506.95 feet along said right-of-way line and curve through a central angle of 08°41'19" (chord bears N.72°59'20"W., 506.47 feet) to the POINT OF BEGINNING, thence continue WESTERLY 802.92 feet along said right-of-way line and curve through a central angle of 13°54'41" (chord bears N.61°45'50"W., 800.99 feet), thence N.54°53'00"W., 219.42 feet along said right-of-way line, thence N.35°07'00"E., 420.13 feet, thence N.84°38'06"E., 216.33 feet, thence S.57°13'48"E., 614.18 feet, thence S.16°48'42"E., 183.11 feet, thence S.21°21'19"W., 387.98 feet to the POINT OF BEGINNING.

Containing 11.70 acres more or less.

Which has been platted as COUNTRYWAY PARCEL B TRACT 11, according to the map or plat thereof, recorded in Plat Book 65, at page 30, Public Records of Hillsborough County, Florida.

Rear Yard Line ↘

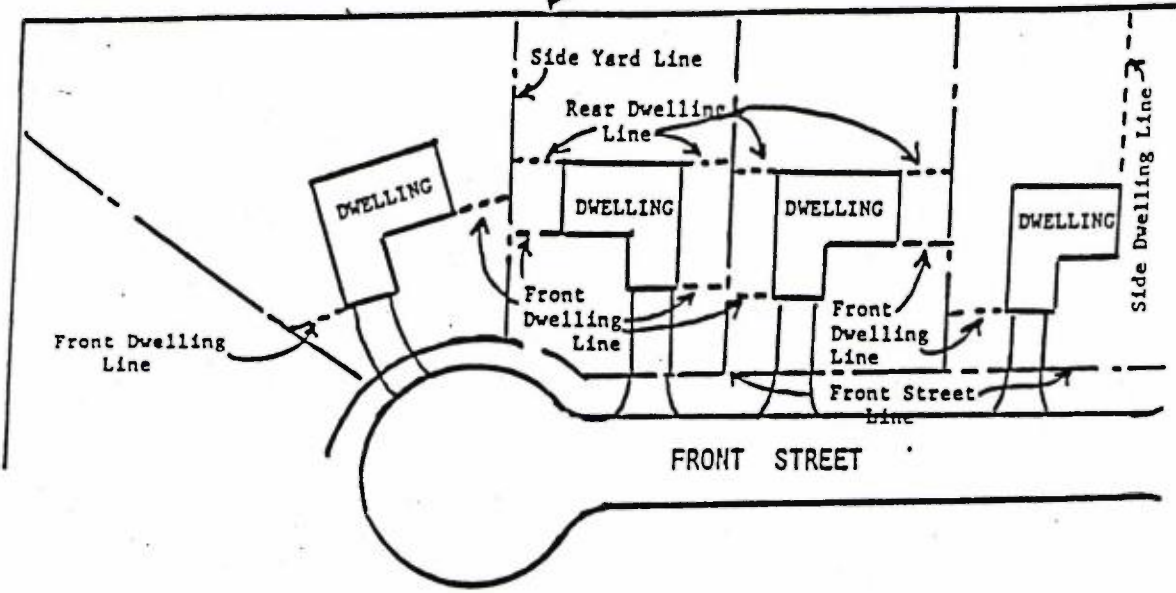
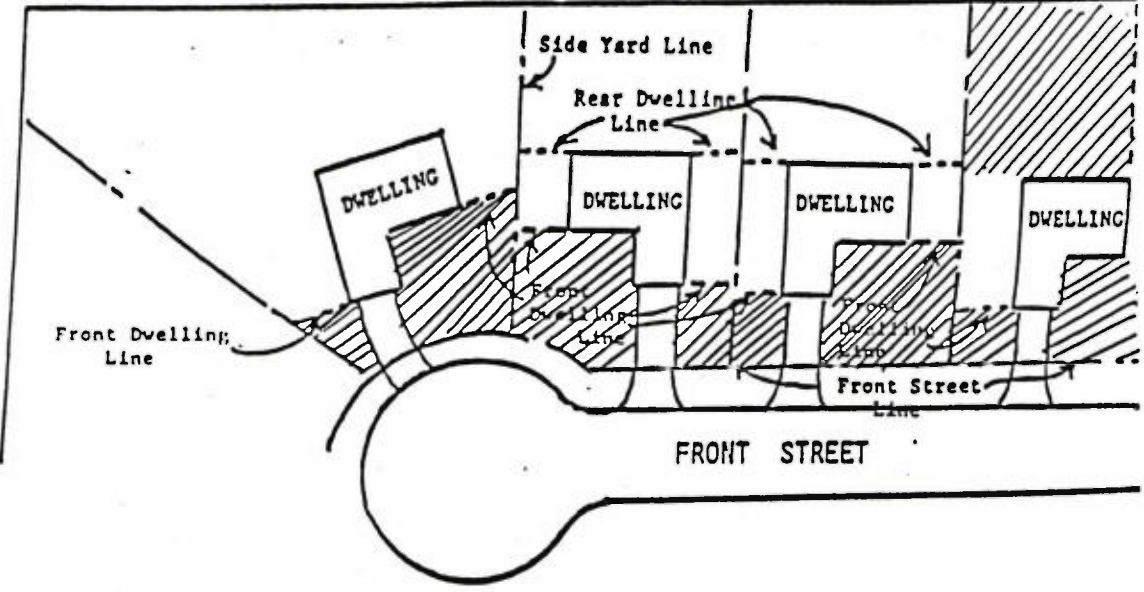


EXHIBIT C

Golf Course  
4

Rear Yard Line

OFF. REC. 5603 P.G. 138



Areas where fences are prohibited-



BY-LAWS

OF

THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 2. Location. The principal office of the Association shall be located at 311 Park Place Blvd, Sixth Floor, Clearwater, Florida 34619, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Construction Parcel" shall mean any lot shown on any original plat of the Properties.

Section 4. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject to the terms of the Declaration and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers,



but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to WATERS AVENUE CORP., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in O.R. Book 5603, at page 118, Public Records of Hillsborough County, Florida, and any duly recorded amendments thereto.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Voting members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting

to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Place. All members meetings shall be held within Hillsborough County, Florida.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year and at each annual meeting thereafter the members shall elect three (3) directors for a term of one (1) year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the voting members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any direc-

tor may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution

of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

Section 2. Duties. It shall be the duty of the Board of

Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote:

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

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

(1) fix the amount of the annual assessment against

each Lot at least thirty (30) days in advance of each annual assessment period.

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

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

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

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

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

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

(a) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

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

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it, if the president does not, on all papers requiring said seal; serve

notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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

#### ARTICLE IX

##### COMMITTEES

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

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which

are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed under Florida law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

#### ARTICLE XII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not-for-profit".

#### ARTICLE XIII

##### AMENDMENTS

These By-Laws may be amended, from time to time, at a regular or special meeting of the members, by the assent of a majority of the aggregate Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made. Amendments to these By-Laws may be proposed, in writing, by the Board of Directors or by a written resolution signed by not less than ten (10) Class A members. As long as there is a Class B membership, HUD or FHA/VA shall have the right to veto amendments.

#### ARTICLE XIV

##### CONFLICTS

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



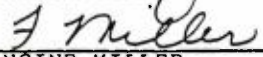
ARTICLE XV

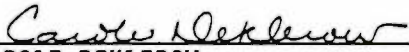
FISCAL YEAR

The fiscal year of the corporation shall begin on January 1 of each year and end on December 31 of each year.

IN WITNESS WHEREOF, we, being all of the directors of THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 22 day of November, 1988.

  
\_\_\_\_\_  
BRIAN LOFTUS

  
\_\_\_\_\_  
FRANCINE MILLER

  
\_\_\_\_\_  
CAROLE DEKLEROW

FIRST ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION OF  
THE FAIRWAYS OF COUNTRYWAY HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.02, Florida Statutes, and in accordance with Article XIII of its Articles of Incorporation, the undersigned corporation, by and through its duly authorized officers, hereby adopts the following Articles of Amendment to its Articles of Incorporation:

1. Article V of the Articles of Incorporation is hereby deleted in its entirety and substituted in lieu thereof shall be the following:

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the provisions of the Declaration to assessment by this Association, shall be a member of this Association. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him, except that when more than one Lot is used for one dwelling, membership shall apply to such Lots as if they were a single Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and shall be automatically transferred by the conveyance of that Lot. Waters Avenue Corp., a Florida corporation, herein called the "Declarant", shall be a member of the Association so long as it owns one (1) or more Lots.

2. Except as specifically set forth in Paragraphs 1 and 2 above, all other provisions of the Articles of Incorporation shall remain unchanged, and shall continue in full force and effect.

3. The foregoing Amendment to the Articles was duly adopted by 100% of the members of the association on November 22, 1988.

IN WITNESS WHEREOF, the undersigned duly authorized officers have executed these First Articles of Amendment on the 22 day of November, 1988.

Signed, sealed and delivered in the presence of:

Stanica Hardy

Mardo Ann Fisher

THE FAIRWAYS OF COUNTRYWAY  
HOMEOWNERS ASSOCIATION, INC.

By Don Goff  
President

Attest: Carole Dickson  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 15th  
day of December, 1988 by Bruno Lottus and  
Charles DeLorow, as President and Secretary, respectively, of  
The Fairways of Countryway Homeowners Association, Inc., on behalf of  
the corporation.

  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 11, 1989  
BONDED THRU GENERAL INS. UND.

AMENDED SUPPLEMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COUNTRYWAY

WHEREAS, U.S. Home Corporation, as the Declarant, recorded a Declaration of Covenants, Conditions and Restriction for COUNTRYWAY on March 4, 1985, which was recorded in O.R. Book 4756, at pages 635 through 660, as subsequently amended, Public Records of Hillsborough County, Florida (herein, together with any amendments thereto, collectively called the "Declaration"), such Declaration being incorporated herein by reference; and

WHEREAS, Article VII, Section (3) of the Declaration provides a means by which the land described on Exhibit C to the Declaration, or any portion thereof, can, from time to time, be made subject to the terms and provisions of the Declaration, and to the jurisdiction and authority of the COUNTRYWAY HOMEOWNERS ASSOCIATION, INC. (the "Association") by the Declarant recording a Supplement to the Declaration for such Exhibit C land, or any part thereof; and

WHEREAS, U.S. Home Corporation recorded a Supplement to Declaration of Covenants, Conditions and Restrictions for Countryway on May 20, 1988, at O.R. Book 5410 at page 997, Public Records of Hillsborough County, Florida, to bring under the control of the Association Countryway Parcel B, Tract 11, also known as the Fairways ("Fairways Supplement"); and

WHEREAS, said Fairways Supplement erroneously identified U.S. Home Corporation as the owner of Countryway Parcel B, Tract 11; and

WHEREAS, Waters Avenue Corp., a Florida corporation, is the record owner in fee simple of Countryway Parcel B, Tract 11, more particularly described on Schedule 1 attached hereto and incorporated herein by reference, which land is a portion of that property described in Exhibit C of the Declaration; and

WHEREAS, Waters Avenue Corp. hereby (i) desires to cause the property described on Schedule 1 to be subject to the terms and provisions of the Declaration and the jurisdiction of the Association; (ii) grants unto U.S. Home Corporation, as Declarant under the Declaration, the right to bring the Schedule 1 property under the control of the Association; and (iii) confirms that U.S. Home Corporation is the Declarant under the Declaration for the Schedule 1 property; and

WHEREAS, U. S. Home Corporation, as the Declarant, wishes to add the property described on Schedule 1, attached hereto, to the land which is already subject to the terms and provisions of the Declaration and to the jurisdiction and authority of the Association, all pursuant to the terms of Article VII, Section (3) of the Declaration;

NOW, THEREFORE, U. S. Home Corporation, as the Declarant, pursuant to the terms and provisions of Article VII, Section (3) of the Declaration, does hereby declare that the land described on attached Schedule 1 shall henceforth be, and hereby is, made subject to, bound and encumbered by all of the terms, conditions and provisions of the Declaration, such that the land described on attached Schedule 1 shall be included within the term "Properties" as used in the Declaration, and shall be subject to all terms, conditions and provisions thereof, and shall be subject also to the following complimentary conditions and modifications of the covenants and restrictions contained in the Declaration, which are necessary to reflect the different character of the land described in Schedule 1 attached hereto:

This instrument prepared  
by and to be returned to:  
Julius J. Zschau, Esq.

1. U.S. Home Corporation, as the Declarant, pursuant to the terms of Article VII of the Declaration, does hereby declare that the land described on attached Schedule 1 shall henceforth be, and hereby is, subject to the assessment and lien provisions contained in the Declaration, and shall also be subject to the jurisdiction and authority of the Association, including, without limitation, its Articles of Incorporation, By-Laws and Rules and Regulations.

2. The land described on attached Schedule 1 shall now and hereafter be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration hereby imposed by this instrument, which are for the purpose of protecting the value and the desirability of, and which, subject to the amendment hereof, shall run with the land and be binding on all provisions thereof, shall run with the land and be binding on all parties having any right, title or interest therein, or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

3. This Supplement shall not be construed, in any event, to revoke, modify or add to the covenants established by the Declaration, as they affect the land described in Exhibit A to the Declaration, but shall only be construed and applied to the land described in Schedule 1 attached hereto.

This Supplement shall not be construed to in any manner alter, waive or relinquish the future right of the Declarant to bring any of the additional property described in Exhibit C, which is attached to the Declaration, and which is not encompassed within the property described in Schedule 1, attached hereto, within the jurisdiction and authority of the Association and subject to the terms and provisions of the Declaration, in accordance with the provisions of Article VII of the Declaration.

4. By its execution of this Amended Supplement, Waters Avenue Corp. does hereby:

i. Join with U.S. Home Corporation in subjecting the Schedule 1 property to the terms and conditions of the Declaration and the jurisdiction of the Association and to encumber it with the covenants, conditions and restrictions contained in the Declaration for the purposes therein expressed; and

ii. Grant unto U.S. Home Corporation, as Declarant under the Declaration, the right to bring the Schedule 1 property under the control of the Association; and

iii. Waters Avenue hereby confirms that U.S. Home Corporation is the Declarant under the Declaration as it relates to the Schedule 1 property.

5. U.S. Home Corporation and Waters Avenue Corp. hereby expressly agree that this Amended Supplement shall be in lieu of the previously recorded Fairways Supplement recorded in O.R. Book 5410, page 997, Public Records of Hillsborough County, Florida.

6. Waters Avenue Corp. shall be a Class C member of the Association in accordance with Article IV, Paragraph 4 of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Supplement to Declaration of Covenants, Conditions and Restrictions

## THE FAIRWAYS

## COUNTRYWAY PARCEL B TRACT 11

A portion of Section 21, Township 28 South, Range 17 East, Hillsborough County Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, thence N.01°05'03"E., 1799.71 feet along the East boundary of said Section 21 to a point on the North right-of-way line of WATERS AVENUE, said point being a non-tangent curve concave to the South having a radius of 1397.00 feet, thence WESTERLY, 328.74 feet along said right-of-way line and curve through a central angle of 13°28'58" (chord bears N.70°35'31"W., 327.98 feet), thence N.77°20'00"W., 850.00 feet along said right-of-way line to the beginning of a curve concave to the North having a radius of 3343.00 feet, thence WESTERLY 506.95 feet along said right-of-way line and curve through a central angle of 08°41'19" (chord bears N.72°59'20"W., 506.47 feet) to the POINT OF BEGINNING, thence continue WESTERLY 802.92 feet along said right-of-way line and curve through a central angle of 13°54'41" (chord bears N.61°45'50"W., 800.99 feet), thence N.54°53'00"W., 219.42 feet along said right-of-way line, thence N.35°07'00"E., 420.13 feet, thence N.84°38'06"E., 216.33 feet, thence S.57°13'48"E., 614.18 feet, thence S.16°48'42"E., 183.11 feet, thence S.21°21'19"W., 387.98 feet to the POINT OF BEGINNING.

Containing 11.70 acres more or less.

Which has been platted as COUNTRYWAY PARCEL B TRACT 11, according to the map or plat thereof, recorded in Plat Book 65, at page 30, Public Records of Hillsborough County, Florida.

tkxx/cw.tract11

for ~~COUNTRYWAY~~ by their duly authorized officers, as of this 22 day of NOVEMBER, 1988.

Signed, sealed and delivered in the presence of:

Bon Luff  
Janice Hardy

"Declarant"  
U.S. HOME CORPORATION

By: [Signature]  
Division Vice Chairman

Attest: Carole Deklerow  
Division \_\_\_\_\_ Secretary

(CORPORATE SEAL)

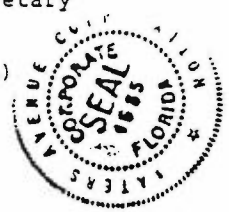
WATERS AVENUE CORP.

Michael J. Suwa  
Bon Luff

By: [Signature]  
President

Attest: [Signature]  
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA )  
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me on this 22 day of November, 1988 by Gene Lanton and Carole Deklerow as Division Vice Chairman and Division Secretary, respectively, of U. S. Home Corporation, on behalf of the Corporation

[Signature]  
Notary Public, State of Florida  
at Large

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF Pinellas )

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 11, 1990  
BOARDED THRU GENERAL INS. DIV.

The foregoing instrument was acknowledged before me on this 22 day of November, 1988 by Bill Daskaralis and LARRY S. BROCK, as Vice President and Secretary, respectively, of Waters Avenue Corp., on behalf of the Corporation.

[Signature]  
Notary Public, State of Florida  
at Large

