

This Instrument was Prepared by,
and After Recording Return to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF ADDISON MANOR**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
made on this 12th day of December 2007, by 6th STREET PARTNERS, LLP, a Florida limited
liability partnership, whose address is P.O. Box 22326, St Petersburg, Florida 33742, hereinafter
referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Hillsborough County, Florida
(the "Property"), more particularly described in Exhibit "A" attached hereto and incorporated
herein by this reference:

WHEREAS, Developer intends to develop the Property into a community of single-
family residences, commonly referred to as "Addison Manor";

WHEREAS, Developer desires to impose a limited common plan of development and
enjoyment upon the Property to protect its value and desirability;

NOW, THEREFORE, the Developer hereby declares that the Property described above
shall be held, sold and conveyed subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value and desirability of, and which shall
run with, said 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.

**ARTICLE I
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows
wherever used in this Declaration, the Association's Articles of Incorporation, as may be
amended from time to time ("Articles"), or the Association's Bylaws, as may be amended from
time to time ("Bylaws").

Section 1. "Architectural Committee" shall have the meaning set forth in Article VII,
Section 1 hereof.

Section 2. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the initial Articles is attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

Section 3. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the Bylaws.

Section 4. "Association" means Addison Manor Homeowners Association, Inc., a corporation not-for-profit organized or to be organized pursuant to Chapters 617 and 720, Florida Statutes, its successors and assigns.

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Builder" means any individual or entity designated by the Developer as a builder of single-family homes within the Development.

Section 7. "Bylaws" means the Bylaws of the Association, as may be amended from time to time. A copy of the initial Bylaws is attached as Exhibit "C" to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

Section 8. "Common Area" means all property whether unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners. The Common Area shall initially consist of the main entry area, the drainage structures, ponds and other portions of the Surface Water Management System Facilities.

Section 9. "Common Expense" means the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including, without limitation, costs incurred for operation, maintenance, insurance and improvement of the Common Area, and for any reserves from time to time established by the Board.

Section 10. "Declarant" or "Developer" means 6th Street Partners, LLP, a Florida limited liability partnership, whose address is P.O. Box 22326, St Petersburg, Florida 33742, and its successors and assigns, if such successors and assigns are designated in writing as the successors and assigns of a Declarant's rights hereunder. Unless specifically assumed, an assignee Declarant shall not be liable for acts or omissions made by or on behalf of an assignor Declarant prior to the date of assignment

Section 11. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Addison Manor Homeowners Association, as may be amended or supplemented from time to time.

Section 12. "Design Standards" shall have the meaning set forth in Article VII, Section 2 hereof.

Section 13. "Development" means the project known as "Addison Manor" to be developed on the Property.

Section 14. "Documentation" means the legal documentation for Addison Manor consisting of this Declaration and the Articles and Bylaws of the Addison Manor Homeowners Association, and any amendments to any of the foregoing now or hereafter made.

Section 15. "Dwelling" shall mean a residential dwelling constructed upon a Lot.

Section 16. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 17. "Lot" means any platted parcel of land shown on a recorded subdivision map or replat of any part of the Property, as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, of marked acreage or tracts.

Section 18. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, signage, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 19. "Member" means every person or entity who holds membership in the Association.

Section 20. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 21. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 22. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 23. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit,

Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Property with the consent of any Owner, express or implied, such as an Occupant.

Section 24. "Person" means any natural person or artificial entity having legal capacity.

Section 25. "Property" means the lands described in Exhibit "A" attached hereto, and any additional property annexed into the Development or supplemented into this Declaration.

Section 26. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section 27. "Start Up Assessment" shall have the meaning set forth in Article VI, Section 6 hereof.

Section 28. "Subdivision Map or Plat" means each final official plat as recorded and shall include the subdivided real property therein described.

Section 29. "Surface Water Management System Facilities" means the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 30. "SWFWMD" means the Southwest Florida Water Management District.

Section 31. "Working Capital Fund Assessment" shall have the meaning set forth in Article VI, Section 5 hereof.

ARTICLE II PROPERTY RIGHTS

Section 1. Easements and Enjoyment. Each Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

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

(b) Suspension. The Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (ii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days.

(c) Dedication. The Association's right to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility for such purposes and

subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the Members. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area shall be subject to the Lot Owner's easement.

(d) Delegation of Use. Subject to such limitations as may be imposed by the Bylaws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

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

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Developer dedicates that portion of the Property described on the recorded plat and made a part hereof for use and maintenance of public utility, right-of-way, and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage structures or which may impede the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible, or those areas designated as Common Areas.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Developer, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

Section 5. General Restrictions. Except with the Association's prior written consent or in accordance with the Developer's retained rights hereunder or Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Developer as part of the Work, and their replacement.

- (b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors.
- (c) Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.
- (d) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Developer in the construction, maintenance, or sale of Dwellings.

Section 6. Walls. Any walls and attendant landscaping constructed by the Declarant as part of the subdivision improvements or otherwise, shall be kept and maintained by the Association in condition and appearance as constructed as long as the Declarant continues to own a Lot, unless the Declarant otherwise consents.

Section 7. Surface Water Management System Facilities. All Surface Water Management System Facilities shall be located on land owned by the Association or subject to an easement in favor of the Association. The Association shall maintain the Surface Water Management System Facilities in the same condition as when constructed.

Section 8. Access Easement. Developer hereby grants to each Owner, their guests, invitees, residents, and visitors, emergency personnel and agencies, utilities providers, guests and invitees of the Association, representatives of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

Section 9. Conservation Easement. The Association shall assume maintenance responsibility for any Conservation Easement as shown on the plat of the subdivision, including maintenance of mitigation areas, as outlined in the subdivision site plan approval comments from Hillsborough County, Florida.

Section 10. Rules and Regulations. No Owner, invitee, or person residing within the Property may violate the Association's rules and regulations for the use of the Property. All Owners and other persons residing within the Property, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a

conspicuous place on the Property from time to time designated by the Association for such purpose.

Section 11. Common Area. Subject to the rights and duties of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Developer on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area.

Section 12. Responsibilities of the Association and Release of Liability.

a. Upon conveyance from Developer to Association, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system facilities, which are located on Common Area, in accordance with the terms and conditions of the Environmental Resource Permit.

b. Any private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Developer as part of the subdivision improvements, shall be maintained by the Association in the same condition and appearance as constructed or created.

c. By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Developer have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that the gates, if any, will be open during the hours for which Developer needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Developer notifies the Association through its Board of Directors that Developer no longer needs such regular access, the Association will determine the hours, if any, for which any gates will be open. Owner further acknowledges and agrees that said gates, if any, do not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Developer and the Association have no control over said gates and Owner hereby releases Developer from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owner's safety and security of their property, because any gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Developer and the Association shall have no obligation whatsoever for providing protection to

Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Developer and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, if gates are installed, and of maintaining all other systems for Owner identification and access.

ARTICLE III MAINTENANCE

Section 1. Lot Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot, including the side of a fence or wall for the Common Area which is located on the Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot except as provided in Section 2 below. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article VI, Section 6 hereunder.

Section 2. Maintenance of Common Areas. The Association shall be responsible for all maintenance associated with the Common Area, including all improvements located therein, or constructed thereon in the future. Without limiting the foregoing, the Association shall repair, replace and maintain the lawns, shrubs, landscaping, walks, fencing, driveways, and other exterior improvements and attachments from time to time situated on the Common Area, including the side of a fence or wall for the Common Area which is located on the Property. The Association shall maintain in good condition and repair the decorative masonry wall installed by the Developer along a portion of the perimeter of the Property adjacent to the abutting existing residential parcel. With regard to any wall located on any portion of the Common Area, or within any Lot pursuant to an easement maintained by the Association, the Association shall maintain both the interior and exterior of such wall and perform any necessary structural repair or reconstruction. No wall located on any Lot shall be considered a portion of the Common Area unless so designated by the Developer or the Association.

Section 3. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot; and, as more particularly provided in Section 1 above, each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

- a. any Owner refuses or fails to make any repairs, maintenance, or replacements required by Section 1, above; and

- b. as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Property; and
- c. At least a majority of the members of the Board present and voting find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article VI, Section 6, below.

**ARTICLE IV
OPERATION, MAINTENANCE AND MONITORING OF
SURFACE WATER MANAGEMENT SYSTEM FACILITIES**

Section 1. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from SWFWMD for the drainage system. The Association, shall, when requested by Developer, accept transfer of any SWFWMD permit for the Property. The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

Section 2. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the SWFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analysis shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

Section 3. The Association agrees to operate and maintain the system, including mitigation areas, and shall maintain sufficient ownership so that it has control over all Surface Water Management System Facilities.

Section 4. The Association shall hold and save the SWFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

Section 5. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by the SWFWMD. This provision

includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by SWFWMD rules.

Section 6. The Association, specifically agrees to allow authorized SWFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with this permit and SWFWMD regulations, such as:

- (a) having access to and copying any records that must be kept under the conditions of the permit;
- (b) inspecting the facility, equipment, practices, or operations regulated or required under the permit;
- (c) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SWFWMD rules; and
- (d) gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Section 7. It shall be responsibility of each property Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the SWFWMD.

Section 8. It is the lot owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners should address any question regarding authorized activities within the wet detention pond to the SWFWMD Brooksville Office.

Section 9. No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4, Florida Administrative Code.

Section 10. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by the SWFWMD in the Environmental Resource Permit may be conducted without specific approval from SWFWMD.

**ARTICLE V
MEMBERSHIP**

Section 1. Membership. Every Owner (including Developer) of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot.

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

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Member shall be the Developer, and shall be entitled to three (3) votes for each Lot or proposed Lot owned or planned for development within the Property. The Class B membership shall cease and be converted to Class A, membership automatically on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the anniversary date ten (10) years from the date when the first Lot is conveyed to an Owner other than Developer or a Builder; or
- (c) on a date when Developer records a notice terminating its Class B membership status.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class A vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

Section 4. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal

and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, or the Articles, Bylaws, rules and regulations.

Section 5. Rules and Regulations. As provided in the Bylaws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Property, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 6. Capital Improvements. Except for replacement or repair of items installed by Developer, if any, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of two-thirds (2/3) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VIII, Section 2, below.

Section 7. Amplification. The provisions of this Declaration may be amplified by the Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Developer intends that the provisions of this Declaration and any supplement or amendment to this Declaration, on the one hand, and the Articles and Bylaws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration, or any supplement or amendment thereto, control anything to the contrary in the Articles or Bylaws, and this Declaration, then the Articles and then the Bylaws control in that order of priority.

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

ARTICLE VI ASSESSMENTS

Section 1. Assessments Established. For each Lot, Developer covenants, and each Owner of a Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

- (a) An annual assessment, as provided in Section 2 of this Article;
- (b) Special assessments, as provided in Section 3 of this Article;
- (c) Working Capital Fund Assessments, as provided in Section 4 of this Article;
- (d) Start-Up Assessments, as provided in Section 5 of this Article;

- (e) Specific assessments, as provided in Section 6 of this Article;
- (f) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the Assessments established by this Article; and
- (g) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration.

All of the foregoing are a continuing charge on the Lot and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment became due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

Section 2. Annual Assessment. The annual assessment shall be due on January 1 of each year. The annual assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area required to be maintained by the Association, including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas; and (ii) the cost of labor, equipment, materials, management and, supervision of the Common Area required to be maintained by the Association; and (iii) all other general activities and expenses of the Association.

Section 3. Special Assessments for Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 4. Working Capital Fund Assessment. Upon sale of the first Lot by the Developer, and in addition to any annual assessment due, a special assessment for a working capital fund ("Working Capital Fund Assessment"), equal to twelve (12) months' estimated annual assessment shall be assessed, which assessment shall be due and payable upon conveyance of each Lot by a Builder to a third party. The aggregate working capital fund established by such assessment shall be accounted for separately, and shall be available for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the

acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed.

Section 5. Start-Up Assessment. At the closing of the sale of each Lot in the Property by a Builder to the first homebuyer of any Lot, and in addition to any annual assessment due, an initial contribution shall be due and payable to the Association in an amount equal to six (6) months of the annual assessment then in effect ("Start-Up Assessment"). After the one-time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of such Lot shall not be required to pay the Start-Up Assessment. The Start-Up Assessment need not be accounted for separately, and shall be available for any Association purpose.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 7. Amount. Until the close of the first fiscal year following Developer's conveyance of the first Lot, and subject to the provisions of the paragraph below, the annual assessment will not exceed \$2,500.00 per Lot. At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual assessment of one hundred fifteen percent (115%) or less of the annual assessment for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than one hundred fifteen percent (115%) of the annual assessment then in effect, the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article IV, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members voting shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Notwithstanding the above provisions, the assessment may increase an amount greater than fifteen percent (15%) without a vote of the Members if such additional increase is due solely to maintenance costs of amenities or recreational features which have been added by the Developer or Association since the preparation of the last budget and assessment. If any such amenities or recreational features are added, the initial year's assessment and subsequent assessments shall be adjusted by the Board to cover the additional maintenance costs.

Section 8. Commencement. The assessments provided by this Article shall commence as to all Lots on the first day of the first month following Developer's first conveyance of title to any Lot and shall be prorated on the basis of the number of months then remaining in the Association's fiscal year.

Section 9. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot, but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 10. Association Remedies. Any assessment not paid within thirty (30) days after its due date shall be deemed delinquent and shall bear interest from its initial due date at the maximum rate of interest allowed by law. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot, or both. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Fee Common Area or by abandonment of such Owner's Lot.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure sale, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 12. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (a) Common Areas; (b) lands owned by Developer which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (c) lands dedicated to any governmental authority, any utility company or the public; and (d) Lots owned by Developer during the period of time that Developer subsidizes the Common Expenses of the Association pursuant to this Article. The Developer may, in its sole discretion, also elect to defer all or any portion of the Assessments owed by Builders for Lots sold to Builders for a period to be determined by the Developer up to the date on which Class B

membership ceases to exist. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. Any Lots owned by the Developer shall be exempt from Assessments provided that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Lot Owners other than Developer, and the total Common Expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association, and shall not be obligated to fund or pay any reserves. Developer may elect, at any time, to cease paying any portion of the deficit of the annual operating expenses of the Association and, thereafter, the Developer shall pay Assessments as to the Lots then owned by Developer in the manner required of other Lot Owners under this Declaration. The annual or special assessments on Lots owned by the Developer shall be fifty percent (50%) of the corresponding assessments for Lots owned by other Owners. As an alternative in lieu of such assessments, Developer may pay the excess expenses of the Association, including reserves, which exceed the amounts collected from Class A Lot assessments, as long as Class A annual assessments do not exceed \$2,500.00.

Section 13. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to a judicial sale upon foreclosure of any First Mortgage, or any deed in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such judicial sale or deed in lieu of foreclosure, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the lien thereof. Any lienholder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 14. Homestead. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (a) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; an (b) the Association's lien for such assessments has priority over any such homestead; and (c) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

ARTICLE VII

ARCHITECTURAL COMMITTEE

Section 1. Creation and Composition. The "Architectural Committee" shall mean, as follows: Until all the Lots in Addison Manor have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Committee shall mean the Developer, and shall not be a committee of the Association. At such time as all of the Lots in Addison Manor have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify the Association and all the Owners of Lots in Addison Manor to that effect, and, thereupon, the Developer's rights and obligations as the Architectural Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Committee as a committee of the Association in accordance with the Association Documents and

prescribe rules and regulations pursuant to which such Committee shall act. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article XX, Section 9, then, as to the Lots in each subsequent phase, Developer shall be the Architectural Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Committee established by the Association shall take over.

Section 2. Design Standards. The Architectural Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (a) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration;
- (b) governing the procedure for such submission of plans and specifications;
- (c) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Committee pursuant to this Declaration; and
- (d) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Generally, exterior modifications to the structures constructed by Developer are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Committee for written approval in accordance with the Design Standards (a) as to conformity and harmony of external design and general quality in accordance with the Design Standards, (b) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, all as more specifically set forth in the Design Standards, and (c) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Committee. The Committee may impose a fee for the costs involved with such approval. Such plans and specifications shall be in such form and shall

contain such information as may be reasonably required by the Architectural Committee and as set forth in the Design Standards.

Upon approval by the Architectural Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or structure. Approval of any such plans and specifications relating to any Lot or structure, however, shall be final as to that Lot or structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or structures that are completed or being built if required by Law and neither the Developer nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Developer, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Developer, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Committee, to recover for any such damage.

Section 4. Certification by Architectural Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Committee, if such is the case. Prior to the issuance of a certificate, any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of

any Lot or structure is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 5. Violations. If any structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Committee such violation shall have occurred, the Architectural Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Developer's responsibilities as provided in Section 1 above, Developer may delegate to a committee of the Association the responsibilities of the Architectural Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Developer may then retain all other duties of the Architectural Committee with regard to new construction.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Signs. No sign of any kind will be displayed to public view within the Property except (i) customary name and address signs on each Lot, (ii) one (1) Lot sign of not more than six (6) square feet in size, placed in the front yard only, advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation, beware of dog or such similar signs affixed to the front of a Dwelling, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color and content. No sign shall be lighted. No advertising or third-party signs shall be permitted except as provided in (ii) above. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Developer or its designee to advertise the Property during the promotion and construction of Dwellings and sale of Lots.

Section 2. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or

to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Developer in construction, maintenance or sale of Dwellings.

Section 3. Use of Lots. Each Lot may be improved and used for residential purposes only and only one residence, approved in accordance with Article VII, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Developer and its transferees in developing the Property or a home occupation as approved by Hillsborough County.

Section 4. Animals. Birds, fish, dogs, cats, reptiles, insects and all other non-human organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Livestock, including but not limited to horses, cattle, poultry and pigs, specifically are not allowed as permitted Animals. Animals shall be sheltered inside Dwellings and the total number of Animals per Dwelling shall be limited to three (3). No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if they disturb the tranquility of the Property or the Owners or tenants thereof, if they are unlawful, dangerous, annoying or a nuisance to or destructive of wildlife, or if they are specifically excluded from the Property by the Board after notice and hearing. Where more restrictive than the foregoing, all applicable leash laws shall be complied with at all times within the Property.

Section 5. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No storm doors or screen doors are permitted on the front door of a Dwelling. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, antennas or solar collectors are permitted on any Lot. Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural Committee. The structure shall not be visible from the street.

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any

other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area.

Section 8. Dwellings. Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling shall be 1,700 square feet of air conditioned living space; provided, however, that Developer shall have the right to approve construction of Dwellings having 1,550 square feet of air conditioned living space on no more than ten percent (10%) of the Lots within the Development without approval from any other party. No party other than the Developer may authorize the construction of a Dwelling of less than 1,700 square feet of air conditioned living space. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by Developer or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural Committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted.

Section 9. Access By Association. The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court

order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 10. Fences.

- (a) No fences shall be erected or maintained on any Lot which shall be in excess of six feet (6') in height.
- (b) No chain link fences are permitted, except that the Developer may erect a vinyl-covered chain link fence along any Common Area, which fence shall be maintained by the Association.
- (c) No hedges or shrubbery shall exceed a height of eight feet (8').
- (d) Fences located in front of the front setback line are prohibited, except temporary fences erected by Developer prior to sale of a Dwelling.
- (e) The Architectural Committee shall adopt and promulgate standards for fences. All fences shall comply with County regulations and shall be subject to review by the Architectural Committee for compliance with the adopted standards of the Architectural Committee, unless the Architectural Committee waives such requirements based on special circumstances.
- (f) Wood fences (including picket fences) are not to be painted or stained and shall be left in a natural color, but shall be maintained in a good and attractive condition. Each Owner shall maintain such fence in a manner that creates a uniform appearance throughout the Property.
- (g) A fence located along a retention pond, or located along a drainage easement adjacent to a retention pond, may be constructed in accordance with the adopted standards of the Architectural Committee, and shall be subject to review by the Architectural Committee. Such fence shall not exceed four feet (4') in height.

Section 11. Replacement. In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

Section 12. Mailboxes. The Architectural Committee may approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the adopted standard, if any, or are approved by the Architectural Committee.

**ARTICLE VIX
TELECOMMUNICATION SERVICES**

Section 1. Connected Community. The Association is authorized and empowered to enter into agreements or to assume agreements with the providers of intranet, Internet, cable television and radio telecommunications, and/or other services for the Lots and the Common Areas within the Property. The Association is also authorized and empowered to lease or otherwise allow the occupancy of portions of the Common Areas by such service providers for the installation of equipment and operation of such services with or without the payment of consideration. The cost of such services is deemed to be a Common Expense and shall be added to the Association's annual budgets as an assessment against each Lot. Each Owner by acceptance of the deed to his Lot, subject to the terms of the Declaration, shall be deemed to have acknowledged the benefits to his Lot derived from any such agreement and to pay all charges thereunder applicable to his Lot. EACH OWNER'S ASSESSMENTS SHALL INCLUDE A SPECIFIED MONTHLY CHARGE TO EACH LOT FOR THE FEES CHARGED TO THE ASSOCIATION FOR CABLE TELEVISION SERVICE, PURSUANT TO ANY BULK AGREEMENT WITH THE ASSOCIATION, WHETHER OR NOT ANY OWNER ELECTS TO USE SUCH SERVICES. The provision of additional premium services to each Lot shall be determined by each individual Owner, and the cost of such additional premium services shall be borne directly by such individual Owner. If any service contract entered into does not provide for bulk services, then the scope and cost for services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner.

Section 2. Easements. Developer and the Association reserve the right to grant, blanket and specific easements to any provider of services in any Common Area for installation and maintenance of the associated system. Such providers shall also have the right to use such easement areas dedicated for utilities as permitted by the Developer or the Association, from time to time. To the extent that any easements for the installation and maintenance of facilities are required over any Lot to provide cable television service to the Dwelling to be constructed on such Lot, then the Builder of such Lot shall grant to the service provider with whom the Developer or the Association has entered into a written agreement any such easements as are reasonably required by such provider.

Section 3. Performance. The Association shall not be responsible or liable for the performance or non-performance of such service providers, but shall use reasonably diligent efforts to enforce adequate performance under such agreement for the benefit of the Owners.

Section 4. Incentives. Any access fee, per Lot fee or other incentive paid by any provider of intranet, internet, television and radio telecommunications, and/or other services for the Lot shall be retained by the Developer. The Association, and each Owner have no interest therein, and each waives any claim to such fees or incentives.

ARTICLE XX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this

Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. Developer also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Property; and, if Developer is the prevailing party in any litigation involving this Declaration, to recover all of Developer's costs and expenses incurred, including reasonable attorneys' fees. SWFWMD has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. The Association may impose fines against any Member, tenant, guest, or invitee, for violation of the provisions of this Declaration or the standards of the Architectural Committee, which fines shall be imposed in accordance with the Bylaws.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the Bylaws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article IV, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article IV, Section 2, outstanding constitutes a quorum.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 4. Approval of SWFWMD. Any amendment to this Declaration which alters the Surface Water Management System Facilities beyond maintenance in its original condition, including the surface water management portions of the Common Areas, must have the prior approval of SWFWMD. This Declaration may not be amended without the prior written consent of SWFWMD if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System Facilities for the Property.

Section 5. HUD/FHA/VA Approval. Notwithstanding anything in this Declaration to the contrary, as long as there exists Class B membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public of any Common Area, or any amendment of this Declaration, or dissolution of the Association by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved,

insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. Any amendment to this Declaration which alters the Surface Water Management System Facilities beyond maintenance in its original condition, including the surface water management portions of the Common Areas, must have the prior approval of SWFWMD. This Declaration may not be amended without the prior written consent of SWFWMD if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System Facilities for the Property.

Section 6. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuate Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

Section 7. Duration. The provisions of this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association for so long as the Property is used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 8. Amendment. This Declaration may be amended by an instrument signed by Members entitled to cast not less than two thirds (2/3) of the votes of each class of membership pursuant to Article IV, Section 2 hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Developer, or any institutional mortgagee without the specific written approval of the Developer or institutional mortgagee affected thereby. Notwithstanding the foregoing, for so long as Class B membership exists, the Developer reserves and shall have the sole right, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien, or other encumbrance affecting the Property: (a) to amend this Declaration to comply with any requirements of any governmental agency or institutional mortgagee willing to make, insure, guaranty or purchase mortgage loans secured by a Lot; (b) to amend this Declaration to cure any ambiguity or error or any inconsistency between these provisions and the Articles, the Bylaws, or any plat, plan or zoning ordinance affecting the Development; (c) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (d) otherwise in Developer's discretion for the benefit of all Owners in completing the Development in the manner deemed advisable by Developer.

Section 9. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Developer and/or the Association, whichever is in control of the particular portion of the Property at the time, may grant easements for de minimis unintentional encroachments.

Section 10. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is

without limitation; the terms "Common Area", "Lot", and "Property" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property as a residential community by providing a common plan for their development and enjoyment.

Section 11. Annexation. Within ten (10) years of the date of execution of this Declaration, Developer may add contiguous lands to the Property, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration. Within ten (10) years of the date of execution of this Declaration, Developer may remove any lands from the Property by the filing of a supplemental declaration declaring the same, if such lands have not been made part of any residential plat or subdivision or otherwise developed for residential purposes.

IN WITNESS WHEREOF, Developer has executed this Declaration on the day and year first above written.

WITNESSES:

Rose M. Marsala

Witness #1

Rose M. Marsala

Printed Name

Phyllis J. Hartman

Witness #2

Phyllis J. Hartman

Printed Name

DEVELOPER:

6TH STREET PARTNERS, LLP,
a Florida limited liability partnership

By: Byrd Corporation of Clearwater, Inc.,
a Florida corporation

Its: Managing Partner

By: Robert W. Byrd
Robert W. Byrd, President

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of December, 2007, by Robert W. Byrd, as President of Byrd Corporation of Clearwater, Inc., a Florida corporation, as Managing Partner of 6th Street Partners, LLP, a Florida limited liability partnership, on behalf of the company and the partnership. He is personally known to me or has produced _____ as identification.

Rose M. Marsala
Name: Rose M. Marsala
Title: Notary Public
My Commission Expires: 11-14-2010

(NOTARY STAMP)


NOTARY PUBLIC-STATE OF FLORIDA
 Rose M. Marsala
Commission # DD600702
Expires: NOV. 14, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"

PROPERTY

PARCEL "A"

Lots 79, 80, 94 and 95, MAP OF RUSKIN COLONY FARMS, as recorded in Plat Book 5, Page 63 of the Public Records of Hillsborough County, Florida, LESS PARCEL "B" DESCRIBED BELOW:

PARCEL "B"

A portion of Lots 79 and 95, MAP OF RUSKIN COLONY FARMS, as recorded in Plat Book 5, Page 63 of the Public Records of Hillsborough County, Florida, explicitly described as follows:

Commence at the SE Corner of said Lot 95; thence on the East boundary thereof N 00° 10' 58" E, a distance of 342.45 feet for a POINT OF BEGINNING; Thence N 89° 35' 13" W, a distance of 455.00 feet; Thence N 00° 10' 58" E a distance of 308.00 feet; Thence S 89° 35' 13" E, a distance of 455.00 feet; Thence S 00° 10' 58" W a distance of 308.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"
ARTICLES OF INCORPORATION
OF

ADDISON MANOR HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

FILED

2006 JUN -7 PM 12: 24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a not-for-profit corporation under the laws of the State of Florida pursuant to Chapters 617 and 720, Florida Statutes.

ARTICLE I
NAME

The name of this corporation is Addison Manor Homeowners Association, Inc., a Florida not-for-profit corporation ("Association").

ARTICLE II
OFFICE AND REGISTERED AGENT

This Association's registered office is 100 Carillon Parkway, Suite 100, St. Petersburg, Florida 33716, and its registered agent is Donna J. Feldman, P.A., who maintains a business office at 19321-C U.S. Highway 19 North, Suite 103, Clearwater, Florida 33764. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III
PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all Common Areas and areas other than Lots within the Property located in Hillsborough County, Florida, which is described in and made subject to the provisions of that certain Declaration of Covenants and Restrictions for Tillet Groves, as amended from time to time (the "Declaration") and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration.

ARTICLE IV
POWERS

The Association shall have all powers of a homeowners association. Without limitation, this Association is empowered to:

- (a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in the Declaration applicable to the Property and recorded or to be recorded in the Public Records of Hillsborough County, Florida, as the same may be amended and supplemented from time to time;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, specifically including the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

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

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property; and contract for services, such as to provide for operation and maintenance of facilities including surface water management system facilities.

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

(f) Dedications. With the approval of three-fourths (3/4) of the Members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as the Members determine.

(g) Mergers. With the approval of two-thirds (2/3) of each class of the Members, or the approval of the Developer while Class B membership exists, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and Association property consistent with the rights and duties established by the Declaration and these Articles and governing Members' responsibilities.

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

(j) Enforcement. To enforce by legal means the obligations of the Members, and the provisions of the Declaration, and to sue and be sued.

ARTICLE V
MEMBERSHIP

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

ARTICLE VI
VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

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

(b) Class B. The Class B member shall be the Developer, who is and shall be entitled to three (3) votes for each Lot or proposed Lot owned or planned for development within the Property. The Class B membership shall cease and be converted to Class A membership automatically on the happening of the following events, whichever occurs earlier:

- i. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- ii. on the anniversary date ten (10) years from the date when the first Lot is conveyed to an individual purchaser; or
- iii. on the date when Developer records a notice terminating its Class B membership status.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three (3) Directors, who need not be Association Members. The number of Directors from time to time may be changed by the Board, but at all times it must be an odd number of at least three (3) Directors. The initial Directors named below shall serve for so long as Class B membership exists. The term of office for all Directors is one (1) year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by ballot. Each Member may cast as many votes for each vacancy as such Member has, and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly appointed or elected and qualify, unless they sooner die, resign, or are removed, are:

Robert W. Byrd
100 Carillon Parkway, Suite 100
St. Petersburg, Florida 33716

Brant T. Byrd
100 Carillon Parkway, Suite 100
St. Petersburg, Florida 33716

Michael J. Storey
12802 Tampa Oaks Blvd., Ste 100
Temple Terrace, FL 33637

ARTICLE VIII INCORPORATOR

The name and residence of the incorporator is:

Robert W. Byrd
100 Carillon Parkway
St. Petersburg, Florida 33716

ARTICLE IX DISSOLUTION

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

ARTICLE X DURATION

This Association exists perpetually.

ARTICLE XI BYLAWS

This Association's Bylaws initially will be adopted by the Board of Directors. Thereafter, the Bylaws may be altered, amended, or rescinded with the approval of a majority of each class

of members, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XII
AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida. Each such amendment must have the approval in writing of two thirds (2/3) of the entire membership, except as to those provisions for Amendment which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments; provided that the Developer shall have the right to amend these Articles in its sole discretion, without a vote or the joinder or consent of any party for so long as Class B membership exists.

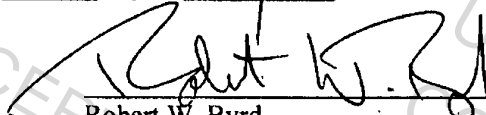
ARTICLE XIII
INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the event of any conflict among the Declaration, these Articles and the Bylaws, the Declaration, then these Articles and then the Bylaws shall control in such order of priority.

ARTICLE XIV
FHA/VA APPROVAL

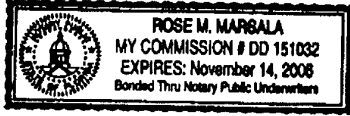
As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 25th day of MAY, 2006.


Robert W. Byrd
Incorporator

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Articles of Incorporation were acknowledged before me this 25th day of MAY, 2006, by Robert W. Byrd, who is personally known to me, or who has produced _____ as identification.



(NOTARY SEAL)

Rose M. Marsala
Signature of Person Taking Acknowledgment

Rose M. Marsala
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida
00151032
Notarial Serial Number


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

Addison Manor Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, as a not-for-profit corporation, has named Donna J. Feldman, P.A., who maintains a business office at 19321-C U.S. Highway 19 North, Suite 103, Clearwater, Florida 33764, as its registered agent to accept service of process within Florida.

ACCEPTANCE

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

DONNA J. FELDMAN, P.A.,
a Florida corporation

By: 
Donna J. Feldman, President

Date: 5/26/06

EXHIBIT "C"

**BYLAWS
OF
ADDISON MANOR HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Addison Manor Homeowners Association, Inc. ("Association"). The principal office of the corporation shall be located at 10851 Mangrove Cay Lane, NE, Unit #413, St. Petersburg, Florida 33716, or at such other place as is designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Addison Manor ("Declaration") are hereby incorporated by reference.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year after the date on which the first Lot is conveyed to an Owner other than the Developer or a Builder, and each subsequent regular annual meeting of the Members shall be held during the last quarter of the year, as established by the Board of Directors.

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 membership.

Section 3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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. **Proof of Notice.** An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under the Association's seal, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

Section 5. **Waiver of Notice.** Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of,

any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless the Member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.

Section 6. Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) 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 Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these Bylaws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 7. Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or Bylaws or for any matter that requires or permits a vote of the homeowners. No Owner shall be permitted to hold more than five (5) proxies.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial board of three (3) directors. Thereafter the Board of Directors shall consist of such number as the Board of Directors may determine, but at least three (3) members, and always an odd number.

Section 2. Term of Office. The term of office for all directors is one (1) year, and any Director may succeed himself in office. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. 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. 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 cast by the Class A and Class B members shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot that the homeowner personally casts under procedures established by the Board of Directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis 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 Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board.

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.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute book of the Association with the minutes of the Board

of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members. Meetings of the Board of Directors shall be open to all members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney client privilege, and notices of meetings shall be posed in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Association, by and through its Board of Directors, shall have power to:

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

(b) suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

Section 2. Procedures. Imposition of any of the foregoing sanctions requires the following procedures:

(a) Notice. The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

(1) A statement of the date, time and place of the hearing;

- (2) A statement of the provisions of the Declaration, Articles or Bylaws, or Association rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

(b) Hearing. The alleged violation shall be presented to a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association (the "Committee"). The person(s) against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the person(s) not later than twenty-one (21) days after the hearing. If the Committee does not by majority vote approve the sanction, the sanction shall not be imposed.

(c) Penalties. For each non-compliance or violation, the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, each day that a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall, in the aggregate, exceed One Thousand Dollars (\$1,000.00). For violations of the Legal Documents or Regulations pertaining to the use of Common Area recreational facilities or other common facilities, the Board may also suspend a Member's or Member's family member's, tenant's, guest's or invitee's use of such facilities for a period not to exceed ninety (90) days. The Board of Directors shall consider, among other factors, the nature of the violation and the number of prior violations of the same or similar rules or regulations by the violator.

(d) Payment of Penalties. Fines shall be paid not later than ten (10) days after receipt of notice of the imposition of a fine, and thereafter shall bear interest until paid at the interest rate adopted by the Board of Directors for delinquent assessments.

(e) Limitations. The requirements of this Section 2 do not apply to the imposition of suspensions or fines authorized by the Legal Documents upon any Member because of the failure of the Member to pay assessments or other charges when due.

Section 3. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

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

(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; and
 - (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.
 - (4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) cause the Common Area to be maintained;
 - (h) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

(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 sign all checks and promissory notes.

(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 on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(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 account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if requested by the Board of Directors; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

Any officer also may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. All meetings of the above committees must be open to all members of the community when a final decision will be made regarding the expenditure of association funds and to meetings of the Architectural Control Committee when meeting to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

ARTICLE X

BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

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

Section 3. Subsequent to transfer of control of the Association to Owners other than the Developer, the Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of the plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.
- (b) A copy of the Bylaws of the homeowner's association and of each amendment to the Bylaws.
- (c) A certified copy of the Articles of Incorporation of the homeowner's association, or other documents creating the homeowner's association, and of each amendment thereto.
- (d) A copy of the current rules of the homeowner's association.
- (e) A book or books that contain the minutes of all meetings of the homeowner's association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than seven (7) years.

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

(g) All current insurance policies of the homeowner's association or a copy thereof.

(h) A current copy of any management agreement, lease, or other contract to which the homeowner's association is a party for under the homeowner's association or the parcel owners have an obligation or responsibility.

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

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
3. All audits, reviews, accounting statements, and financial reports of the homeowners' association.
4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by 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 attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Addison Manor Homeowners Association, Inc. and within the center the word "Florida".

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. For so long as Class B membership exists, the Developer shall have the right to amend these Bylaws as the Developer deems appropriate in its discretion, and otherwise in accordance with applicable provisions of the Declaration.

ARTICLE XIV

RIGHTS OF MEMBERS TO PEACEFULLY ASSEMBLE

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

ARTICLE XV

MISCELLANEOUS

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

All capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.

In the event of any conflict among the Declaration, the Articles and these Bylaws, the Declaration, then the Articles and then these Bylaws shall control in such order of priority.

[Remainder of page left blank.]

ADDISON MANOR HOMEOWNERS ASSOCIATION, INC.

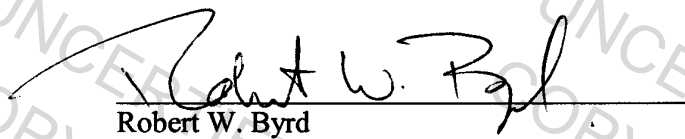
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Addison Manor Homeowners Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the day of June 7, 2007

IN WITNESS WHEREOF, the Secretary of the Addison Manor Homeowners Association, Inc., has hereunto set his hand this 12th day of December, 2007.


Robert W. Byrd