

REC FEE	57.00
James F. Taylor, Jr.	
CLERK CIRCUIT COURT	
HILLSBOROUGH CO.	
TOTAL	57.00
REC. CLK.	<i>[Signature]</i>

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OLD HILLSBOROUGH ESTATES

A

THIS DECLARATION is made this 31st day of October, 1985, by GROVE DEVELOPMENT PARTNERSHIP, a Florida General Partnership, hereafter individually and collectively called "Developer,"

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of certain lands in Hillsborough County, Florida, described as follows and called the "Properties" in this Declaration:

Lots 1 through 25 inclusive, Block 1, Lots 1 through 14 inclusive, Block 2, OLD HILLSBOROUGH ESTATES, as per map or plat thereof recorded in Plat Book 59 on Page 16 of the Public Records of Hillsborough County, Florida.

WHEREAS, Developer desires to impose a common plan of development and enjoyment upon the Properties to protect their value and desirability as a residential community and to enhance their marketability;

NOW, THEREFORE, Developer declares that all of the Properties will be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, all of which are for the purpose of protecting the value and desirability of, and will run with, the Properties and will be binding upon all persons having any right, title or interest therein, or any part, their respective heirs, successors and assigns, and which will inure to the benefit of Developer, each Owner and the Association, as such terms are defined in this Declaration.

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ARTICLE I

Definitions

Unless the context expressly requires otherwise, the terms listed in this Article I shall have the following meaning whenever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws"):

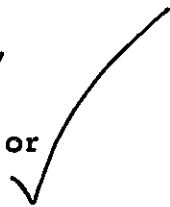
Section 1. "Association" means Old Hillsborough Estates Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. "Board" means the Association's Board of Directors.

Section 3. "Builder" means any person who acquires a Lot from Developer for the purpose of constructing thereon a single family residence and appurtenances, for resale in the ordinary course of such person's business.

Section 4. "Developer" means Grove Development Partnership, a Florida general partnership, and such of their successors and assigns as are so designated by a recorded instrument.

Section 5. "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



PREPARED BY:
 Groves Development Partnership
 Tampa, Florida

RETURN TO:
 Schaefer Homes, Inc. of Hillsborough
 14910 Winding Creek Ct.
 Tampa, Fl. 33613

by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 6. "Lot" shall mean and refer to that portion of a site or plot of land shown upon any recorded subdivision plat of the Properties as a lot with the exception of the Common Area, as shown on such plats.

Section 7. "Mortgage" means any mortgage, deed of trust, or other consensual instrument validly transferring any interest in a Lot, or creating a lien upon a Lot, in either case as security for performance of an obligation. The term "Mortgage" specifically does not include judgments, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage having priority over all other Mortgages encumbering the same property.

Section 8. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 9. "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 require, "Owner" includes all persons either (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied. Developer is an Owner to the extent of each Lot owned for all purposes under this Declaration, except where expressly provided otherwise.

Section 10. "Person" means any natural person or artificial entity having legal capacity.

Section 11. "Properties" means the lands described in the recitals to this Declaration.

Section 12. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title to real property in Hillsborough County, Florida.

Section 13. "The Work" means the initial development of the Properties by Grove Development Partnership and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Developer's business. Such term also includes all dwellings and appurtenances constructed within the Properties whether by Developer, a Builder, or any other Owner, and, to the extent authorized by Developer, the sale by a Builder of completed residences in the ordinary course of such Builder's business.

ARTICLE II

Property Rights

Section 1. Permanence. The benefit of all rights and easements granted by this Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot. Whenever any such right or easement is described as nonexclusive, its benefit nevertheless is exclusive to all Lots collectively 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 2. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations, the following general restrictions shall apply:

(a) Signs. No sign of any kind will be displayed to public view within the Properties, except (i) customary name and address signs on each Lot; (ii) a lawn sign of not more than five square feet in size advertising a Lot for sale or rent; and (iii) the subdivision sign at the entrance to Halton Drive. All signs permitted by this subsection are subject to the Association's rules and regulations.

(b) General Prohibitions. No activity is permitted nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of Law. No noxious, destructive or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties is permitted within the Properties.

(c) Use of Lots. Each Lot may be improved and used for single family residential purposes only, and no trade, business or profession of any kind may be conducted on any Lot unless it: (i) is confined exclusively to the interior of the improvements on such Lot; and (ii) does not require the use of hazardous, dangerous, or objectionable substances, machinery, or equipment; and (iii) does not result in any vehicular congestion of the Properties; and (iv) does not cause any vibration, noise, or other emissions objectionable to any Owner.

(d) Use of Road and Drainage Areas. Road and Drainage Areas dedicated to Hillsborough County, as shown on the plat of Old Hillsborough Estates, may be used and improved solely for the purpose of utility easements, ingress and egress easements, and drainage easements.

Section 3. Lot Requirements. No dwelling may be constructed on a Lot having an area of less than 14,000 square feet; and no Lot or Lots may be resubdivided or otherwise combined so as to reduce the area thereof to less than 14,000 square feet. Front, rear and side setback requirements, as established by Law at the time of construction, must be observed.

Section 4. Dwellings. No building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not exceeding two stories in height. Each one story dwelling must contain at least 1800 square feet of floor area. Each two story dwelling must contain at least 2000 square feet of floor area, and the first floor of such dwelling must contain at least 1000 square feet of floor area. Only the enclosed living area, including the exterior walls, of the dwelling are to be included in determining compliance with the foregoing requirements; and, without limitation, any area included in any porch, garage or patio must be excluded. As part of the construction of each dwelling the Owner must construct sidewalks in accordance with either the requirements of Hillsborough County or the requirements of the Association, whichever is the most demanding.

Section 5. Garages. Each dwelling must have a garage of sufficient size to house at least two passenger automobiles and, in all events, contain at least 400 square feet, including any utility or storage areas. All garages must be substantial and conform architecturally to the dwelling to which they relate.

Section 6. Roofs. Gravel type roofs are prohibited except on flat roof surfaces.

Section 7. Fencing. No fence, wall, screen or any similar type of enclosure may be erected on any Lot without the approval of the Architectural Review Committee. It is the Developer's intent that all fencing shall be uniform in height and appearance. No chain link fence shall be permitted on any Lot except temporarily for purposes of construction.

Section 8. Trees. From and after completion of construction of a residential dwelling on any Lot, each Lot at all times must contain at least four trees in the front yard, each with a trunk diameter of at least four inches and a minimum height of twelve feet. From and after such date, each Lot must be sodded in the front, side and rear yards and such sod thereafter must be continuously maintained and replaced when necessary.

Section 9. Appurtenances. No clotheslines, trash containers, oil tanks, bottle gas tanks, soft water tanks, and other similar installations or attachments may be installed or maintained anywhere within the Properties except either within the improvements on any Lot or completely screened from view from all public rights of way. No exterior television and radio masts, antennas, satellite dishes and related attachments shall be permitted to be installed or maintained on any lot.

Section 10. Construction. The construction of any dwelling, or repair or replacement of any dwelling damaged by fire or otherwise, must be promptly undertaken and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling in an incomplete condition for a period of more than six months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, Section 4, below.

Section 11. Animals. No animals, livestock, or poultry may be raised, bred, or kept anywhere within the Properties, except that a reasonable number of dogs, cats and other customary household pets may be kept upon any Lot so long as (i) they are not kept, bred, or maintained for any commercial purpose, and (ii) they are quartered within the improvements on such Lot.

Section 12. Trash. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted to remain anywhere within the Properties, except inside the improvements on each Lot, or in sanitary containers completely concealed from view.

Section 13. Parking. No Owner may park, store, keep, repair or restore any vehicle, boat or trailer anywhere upon the Properties, except within the improvements on each Lot or completely screened from view. The foregoing will not, however, be interpreted, construed, or applied to prevent the temporary, nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot, nor to prohibit servicing or repair of any vehicles otherwise permitted upon the exterior of any Lot so long as such servicing or repair is completed within 48 hours after it is commenced.

Section 14. Maintenance. Each Owner must make all repairs, maintenance and replacements necessary to maintain such Owner's Lot, its improvements, vegetation, exterior attachments, and appurtenant parkways, if any, in a safe, sanitary and reasonably attractive condition. Without limitation, each Lot, regardless of whether occupied, must be kept periodically mowed. If any Owner fails to comply with the requirements of this Section 14,

then the Association may perform such work, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, Section 4, below.

Section 15. Swimming Pools. Above-ground swimming pools with more than 100 square feet of water surface area shall not be erected or placed on any Lot at any time, either permanently or temporarily. This restriction shall in no way prohibit construction of in-ground pools of any size which may partially project above the ground due to the slope of the Lot.

Section 16. Perimeter Screening. The Association shall maintain, renew and repair any and all walls, fencing, landscaping, or other screening installed by Developer on or along the perimeter of the Properties as part of the Work and any signs located thereon. An annual assessment for such maintenance, renewal or repair shall be levied by the Association as provided in Article IV, Section 2, below.

Section 17. Access By Association. The Association has a right of entry onto each Lot to the extent reasonably necessary to perform any duty imposed or exercise any right granted by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made for any purpose, without the consent of its Owner or occupant except pursuant to court order or other authority granted by Law. No Owner may withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or exercising any right granted by, or pursuant to, this Declaration at a reasonable time and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its authorized officers, agents, employees and contractors.

Section 18. Developer's Rights. Nothing contained in this Declaration shall be interpreted, construed, or applied to prevent Developer, or any and all Builders so authorized by Developer, or its or their contractors, sub-contractors, agents, employees and invitees from doing or performing on all or any part of the Properties owned or controlled by Developer, or any such Builder, whatever they determine to be reasonably necessary or advisable in connection with completing the Work, including, without limitation, maintaining such signs as may be desirable for the sale, lease or other transfer of the Properties. Without limitation of the generality of the foregoing, nothing contained in this Declaration shall be interpreted, construed, or applied so as to prevent Developer from operating a sales office and/or model home center on any portion of the Properties.

Section 19. Additional Rules. The Developer, until the Turnover meeting, and thereafter the Board, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its members for purposes of enforcing the provisions of this Article. So long as First Florida bank holds a mortgage lien on the Properties and additional rules and regulations must be approved by First Florida.

ARTICLE III

The Association

Section 1. Membership. Every Owner 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 is transferred automatically by conveyance of title to that 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. However, an Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

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

(a) **Class A.** So long as there is Class B membership, Class A members are all Owners except Developer and are entitled to one (1) vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are members, but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Either spouse has apparent authority to cast the vote for any Lot held as a tenancy by the entirety, unless and until the Association is notified otherwise.

(b) **Class B.** The Class B member(s) is the Developer and is entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on January 1991.

Section 3. Association Responsibilities. The Association shall manage, operate, maintain, repair, service, replace, and renew all public rights-of-way within the Properties, and all improvements therein, to the extent such activities are not performed by any public authority or utility. The Association shall maintain, renew and repair the perimeter screening referred to in Section 16 of Article II, above, and shall have the duty and responsibility to maintain all irrigation systems, landscaping and signs constructed by the Developer in the entrance area to Halton Drive.

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, 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 Properties or the enforcement of this Declaration, or the Association's Articles, By-Laws, rules and regulations.

ARTICLE IV

Assessments

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

- (a) An annual assessment, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments, as provided in Section 4 of this Article; and

(d) 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

(e) Interest and costs of collection, including reasonable attorneys' fees, as provided in this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection (including reasonable attorneys' fees), are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 8, below. Each such assessment, together with interest and all costs and expenses of collection (including reasonable attorneys' fees) also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. However, such personal obligation will not pass to an Owner's successors in title unless expressly assumed in writing.

Section 2. Annual Assessment. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) responsibilities under Section 3 of Article III; and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration.

Section 3. Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or replacement of the perimeter screening referred to in Section 16 of Article II, provided such assessment first is approved by a vote of two-thirds (2/3) of the Association's members. Any such special assessment may be payable in one or more installments, with or without interest, as two-thirds (2/3) of the members determine.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within 30 days after written demand.

Section 5. Uniformity. The annual assessment and any special assessment must be uniform throughout the Properties, except that Developer in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the annual assessments collected from Owners other than Developer.

Section 6. Amount. Until January 1, 1986 the annual assessment will not exceed \$10.00 per per Lot. At least 30 days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an annual assessment not more than one hundred fifteen percent (115%) of the annual assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an annual assessment that is more than one hundred fifteen percent (115%) of the annual assessment then in effect, however, the Board must call a membership meeting on not less than 15 days prior written notice for the purpose of approving such increase. A majority of those Owners 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 Owners present and voting will 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 valid 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 fiscal year.

Section 7. Commencement. The assessments provided by this Article will commence as to all Lots as of the first day of the month following the recording of this Declaration of Restrictions.

Section 8. 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, as provided in Section 12, below; 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 Recording 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 from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 9. Association Remedies. Any assessment not paid within 5 days after its due date shall bear interest at the rate of eighteen percent (18%) per annum. 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. 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 nonuse of the Common Area or by abandonment of such Owner's Lot.

Section 10. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by 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 any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' 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 or other legal sale to acquire the Lot foreclosed, 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 Court having jurisdiction of the foreclosure may enter a personal judgment against its Owner for such deficiency.

Section 11. Exempt Lots. Any and all Lots from time to time owned by the Association will be exempt from the assessments established by this Article during the period of such ownership. The Association may not own or otherwise acquire Lots except pursuant to foreclosure of the Association's lien.

Section 12. Lien Subordination. The Association's lien established by this 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 foreclosure of any First Mortgage, or by deed or any other proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No such sale or transfer relieves such Lot from liability for payments of assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will be subrogated to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 13. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) each Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Members of Board and Term of Office. As specified in the By-laws, the Association shall have an Architectural Review Committee (the "ARC") consisting of three (3) members. The initial members of the ARC shall consist of persons designated by the Developer. Each of said persons shall hold office until all Lots have been conveyed by Developer, or any interest that Developer might have in any Lot has been terminated, or sooner at the option of the Developer. Thereafter, each new member of the ARC shall be appointed by the Board of Directors (the "Board") and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. The Board shall have the right to appoint and remove (either with or without cause) any and all members of the ARC at any time, except for members of the ARC appointed by the Developer.

Section 2. Review of Proposed Construction.

(a) Except for the exemption in Section 9 below, no building, fence, wall, screen, swimming pool or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in the Properties, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the ARC.

(b) The ARC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARC shall adopt design review criteria for submissions, which criteria may be amended from time to time by the ARC. However, any proposal or plans and specifications submitted in compliance with paragraph (c) shall be subject to the criteria in effect prior to the date of submission and not to any amendments adopted after that date.

(c) The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

(d) Until receipt by the ARC of any and all required plans and specifications, the ARC may postpone review of any plans submitted for approval. The ARC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved.

(e) The ARC shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 3. Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate any ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the ARC shall constitute an act of the ARC.

Section 4. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval or consent.

Section 5. Compensation. The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARC, however, shall have the power to engage the services of professionals to serve as member of the ARC for compensation for purposes of aiding the ARC in carrying out its functions.

Section 6. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the applicant (the "Applicant") shall give written notice of completion to the ARC.

(b) Within thirty (30) days after receipt of the notice of completion, the ARC or its duly authorized representative may inspect such improvement. If the ARC finds that such work was not completed in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and requiring the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, the Applicant shall have failed to remedy such noncompliance, the ARC shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(d) If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a special assessment against such Applicant for reimbursement.

(e) If for any reason the ARC fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 7. Non-Liability of ARC Members. Neither the ARC nor any member thereof, nor its duly authorized ARC representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic considerations, the overall benefit or detriment which would result to the immediate vicinity and to the Properties, and for compliance with the architectural review criteria. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The ARC may authorize variances from compliance with any of the design review criteria when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the ARC. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the premises.

Section 9. Developer's Exemption. The Developer shall be exempt from the provisions of this Article with respect to alterations and additions to be made by Developer and shall not be obligated to obtain ARC approval for any construction or changes in construction which the Developer may elect to make at any time.

Section 10. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other

expenses against an Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

ARTICLE VI

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), except that no Owner has the right to recover attorneys' fees from or against the Association, unless otherwise provided by Law. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, then, 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 IV, Section 4. Failure by the Association or any Owner to enforce any provision contained in this Declaration does not constitute a waiver of the right to do so at any time. If these restrictions are enforced by any Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

Section 2. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for so long as the Properties are used in whole or in part as a residential community and, in all events, for a period of 40 years following the date this Declaration is recorded, whereupon they automatically will be extended for successive renewal periods of ten years each unless and until terminated by a recorded instrument prior to any renewal date. This Declaration may be amended, rescinded, or terminated only by an instrument executed by the Association with the formalities from time to time required of a deed and signed, with or without attestation, by not less than ninety percent (90%) of all Owners. No amendment will be effective until Recorded; but the Association's proper execution will entitle it to public record, notwithstanding informal execution by the requisite percentage of Owners.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any First Mortgage on such Owner's Lot, any and all membership rights of such Owner in the Association may be assigned to, and exercised by, such First 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. Severability. Invalidity 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 while otherwise effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 5. Interpretation. Unless the context expressly requires otherwise, (i) the use of the singular includes the plural, and vice versa; (ii) the use of the terms "including" or "include" is without limitation; (iii) the terms "Lot," and "Properties" 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 (iv) the words "must," "will," and "should" have the same legal effect as the word "shall." This Declaration should be construed liberally 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 Properties as a residential community by providing a common plan for their development and enjoyment.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

GROVE DEVELOPMENT PARTNERSHIP, a Florida General Partnership

Witnesses:

By: Brian Mulligan
Brian Mulligan, General Partner

Margaret M. Curtis

Don Quarterman
Don Quarterman, General Partner

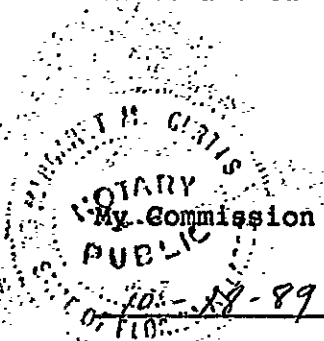
Jean Ames

C.O. Vuylsteke
C.O. Vuylsteke, General Partner

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of October 1985 by Brian Mulligan, Don Quarterman and C. O. Vuylsteke, Partners, on behalf of GROVE DEVELOPMENT PARTNERSHIP.

Margaret M. Curtis
Notary Public



CONSENT OF MORTGAGEE TO THE FOREGOING DECLARATION OF RESTRICTIONS FOR OLD HILLSBOROUGH ESTATES

formerly First National Bank of Florida
First Florida Bank, /a national banking association, the owner and holder of a mortgage dated Oct. 19, 1984, in Official Records Book 4434, Page 1175, Public Records of Hillsborough County, Florida, hereby consents to the recording of the Declaration of Covenants, Conditions and Restrictions for Old

Hillsborough Estates dated October 31, 1985.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by First Florida Bank or the priority of lien created by said mortgage.

Executed this 31st day of October, 1985.

WITNESSES:

[Signature]

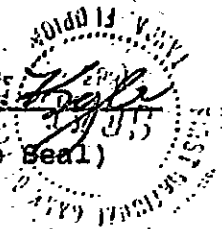
Mary E. Gonzalez

First Florida Bank, a national banking association

By Dale R. Dignum
V P

ATTEST:

[Signature]
(Corporate Seal)



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing Consent of Mortgagee to Declaration was acknowledged before me this 31st day of October, 1985, by Dale R. Dignum and Jerry M. Kyle, Vice Presidents and Loan Officer respectively for First Florida Bank, a national banking corporation on behalf of the corporation.

Mary E. Gonzalez
Notary Public, State of Florida at Large

(SEAL)

My Commission Expires

March 10, 1986
My Commission Expires March 10, 1986
Issued by the Florida Insurance, Inc.

