



# HERITAGE HARBOR

golf & country club

**DOCUMENT BOOK**  
**FOR**  
**HERITAGE HARBOR**

*c/o Lennar Homes, Inc.*  
North Florida Land Development Division  
4902 Eisenhower Boulevard, Suite 380  
Tampa, Florida 33634

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**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION FOR HERITAGE  
HARBOR**

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE DOCUMENTS IN THIS DOCUMENT BOOK.

SITE PLANS USED BY THE SELLER IN ITS MARKETING EFFORTS ILLUSTRATE THE TYPES OF FACILITIES THAT MAY BE CONSTRUCTED ON THE COMMON AREAS, BUT SUCH SITE PLANS ARE NOT A GUARANTEE OF WHAT FACILITIES WILL ACTUALLY BE CONSTRUCTED. EACH OWNER SHOULD NOT RELY ON ANY SITE PLAN USED FOR ILLUSTRATION PURPOSES AS THE DECLARATION GOVERNS THE RIGHTS AND OBLIGATIONS OF SELLER AND OWNERS WITH RESPECT TO THE COMMON AREAS.

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**AMENDED AND RESTATED DECLARATION**  
**FOR**  
**HERITAGE HARBOR**

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**AMENDED AND RESTATED DECLARATION  
FOR  
HERITAGE HARBOR**

This Amended and Restated Declaration (this "**Declaration**") for Heritage Harbor is made on the date hereinafter set forth by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as ("**Declarant**").

**RECITALS:**

A. Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Heritage Harbor (the "**Original Declaration**") in Official Record Book 9045 at Page 1180 in the Public Records of Hillsborough County, Florida respect to the residential community known as Heritage Harbor ("**Heritage Harbor**").

B. Declarant thereafter amended the Original Declaration as follows:

- i. First Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 9610 at Page 497 of the Public Records of Hillsborough County, Florida (the "**First Amendment**").
- ii. Second Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 9704 at Page 1512 of the Public Records of Hillsborough County, Florida (the "**Second Amendment**").
- iii. Third Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 10483 at Page 1652 of the Public Records of Hillsborough County, Florida (the "**Third Amendment**").
- iv. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 11288 at Page 134 of the Public Records of Hillsborough County, Florida (the "**Fourth Amendment**").
- v. Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 11573 at Page 1800 of the Public Records of Hillsborough County, Florida (the "**Fifth Amendment**").
- vi. Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Public Records of Hillsborough County, Florida (the "**Sixth Amendment**").
- vi. Supplements to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 12191 at Pages 1134, 1137, and 1140 of the Public Records of Hillsborough County, Florida (collectively, the "**Supplements**").

The Original Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Supplements shall hereinafter be collectively referred to as the "**Prior Declaration**."

C. Heritage Harbor is located in the Hillsborough County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

D. Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, Heritage Harbor Golf & Country Club Community Association, Inc. ("**Association**").

E. Declarant and over two-thirds of the Owners within Heritage Harbor have voted to amend and restate the Prior Declaration in its entirety as hereinafter set forth and pursuant to the amendment provisions set forth in Section 5 of Article X of the Original Declaration. Notwithstanding any provision in the Prior Declaration to the contrary, the approval of the amendment and restatement of the Prior Declaration by the U.S. Department of Housing and Urban Development ("**HUD**"). VA, FHA, GNMA and other related governmental entities is not required, either because such entities have not made any loans in Heritage Harbor and/or pursuant to HUD Mortgagee Letter No. 2003-02.

F. The Heritage Harbor Community Development District (the "**CDD**") currently owns the Harbor Towne Clubhouse and related recreational facilities (collectively, the "**Clubhouse**").

G. Lennar Homes, Inc. ("Lennar") has agreed to cause the CDD to convey the Clubhouse to Association for no consideration. Lennar has agreed to retire all CDD bond debt it holds in connection with the Clubhouse in return for the payment by Association to Lennar of \$4,000,000 (the "Bond Payment"). The Bond Payment is to be funded by a third party loan (the "Loan") made by Kislak National Bank (the "Lender") on such terms as hereinafter set forth.

H. A portion of Heritage Harbor ("Village 17") has been platted pursuant to the Plat of Heritage Harbor Village 17 recorded in Plat Book 94 at Pages 13-1 through 13-5 of the Public Records of Hillsborough County, Florida (the "Village 17 Plat"). Currently all of the roadways in Village 17 are dedicated to the public by the Village 17 Plat. However, Declarant is negotiating with Hillsborough County, Florida (the "County") to replat, vacate or otherwise designate such roadways as private so that certain private entrance features can be installed within such roadways. If such roadways are replatted, vacated or otherwise designated as private, the County is requiring that all residents of Heritage Harbor have ingress and egress rights over the roadways in Village 17.

I. If the roadways in Village 17 are replatted, vacated or otherwise designated as private, all of the Lots in Village 17 will be solely responsible for the maintenance and reserves for such roadways; however, any entrance feature (e.g., mechanical arm) and associated operational requirements (e.g., card keys or key pad) will be a Common Expense of all of the Owners in Heritage Harbor.

J. Association has agreed to lease back to the CDD certain areas within and about the Clubhouse which are more specifically described on Exhibit D (the "CDD Portions of the Clubhouse") on such terms as hereinafter set forth.

K. In consideration of the foregoing, Declarant has agreed hereinafter to notice an Annual and Turnover Meeting of Association and to turnover control of Association to home owners on the earliest date possible (the "Turnover Date"). On the Turnover Date, the home owners other than Declarant shall elect a Board of Directors of five (5) members.

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

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.
2. Termination of Prior Declaration. This Declaration shall replace entirely the Prior Declaration. This Declaration shall relate back to and be deemed effective from the date upon which the Original Declaration was recorded.

3. Definitions.

"AAA" shall mean the American Arbitration Association.

"Approved Budgets" shall mean the budgets attached hereto as Exhibit E.

"Approved Clubhouse Expenses" shall mean those categories of Clubhouse Expenses set forth in the Approved Budgets.

"Articles" shall mean the Amended and Restated Articles of Incorporation of the Heritage Harbor Golf & County Club Community Association, Inc., a Florida non-profit corporation, attached hereto as Exhibit B and made a part hereof, including any and all amendments or modifications thereof.

"Association" shall mean and refer to Heritage Harbor Golf & County Club Community Association, Inc., a Florida not for profit corporation, its successors and assigns.

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



"**Bond Payment**" shall have the meaning set forth in Paragraph G of the Recitals hereof.

"**Boundary Walls**" shall have the meaning set forth in Section 4.2 hereof.

"**Brightwater Entrance Facilities**" shall mean (i) all paved roadways as reflected on the Village 17 Plat including, without limitation, Tract F of such plat (the "**Brightwater Roadways**") and (ii) all entrance features and associated mechanisms, devices and operational requirements (e.g., card keys or key pad) located within such Brightwater Roadways (collectively, the "**Brightwater Entrance Mechanisms**"). The Brightwater Entrance Facilities shall only form part of the Common Areas of Association if such areas are replatted, vacated or otherwise designated as private by Declarant and the County.

"**Brightwater Mechanisms**" shall have the meaning set forth in the definition of Brightwater Entrance Facilities.

"**Brightwater Roadways**" shall have the meaning set forth in the definition of Brightwater Entrance Facilities.

"**Bylaws**" shall mean the Amended and Restated Bylaws of Association, attached hereto as **Exhibit C** and made a part hereof, including any and all amendments or modifications thereof.

"**CDD**" shall mean the Heritage Harbor Community Development District, a local unit of special purpose government.

"**CDD Portions of the Clubhouse**" shall mean those areas specifically described on **Exhibit D** attached hereto.

"**Capital Contribution Fee**" shall have the meaning set forth in Section 8.2 hereof.

"**Club Manager**" shall have the meaning set forth in Section 12.3.1 hereof.

"**Clubhouse**" shall have the meaning set forth in Paragraph F of the Recitals hereof.

"**Clubhouse Expenses**" shall mean those portions of the Common Expenses which relate only to the Clubhouse.

"**Common Areas**" shall mean and refer to the Clubhouse and such other areas as are designated as such by the Board from time to time as Common Areas by resolution adopted at a regular meeting of the Board.

"**Common Expenses**" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners including, without limitation, all maintenance, repair and replacement costs of the Brightwater Entrance Facilities to the extent such items are private and, therefore, Common Areas. Notwithstanding the foregoing, some of such Common Expenses will only be payable by Lots in Village 17 and Seacove Lots as hereinafter provided.

"**County**" shall have the meaning set forth in Paragraph H of the Recitals hereof.

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

"**Declarant Contribution**" shall have the meaning set forth in Section 8.6 hereof.

"**Declarant's Clubhouse Guaranty**" shall have the meaning set forth in Section 12.2 hereof.

"**Declaration**" shall mean and refer to this Declaration and any amendments or modifications thereof hereafter made from time to time.

**"Design Review Board"** shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns.

**"Facilities Associations"** shall mean and refer to any and all associations formed to own and administer irrigation systems and facilities to provide irrigation for Heritage Harbor including those associations described on **Exhibit F** attached hereto. The Facilities Associations are governed by, among other things, those declarations described on **Exhibit G** attached hereto.

**"Fifth Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"First Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"First Mortgagee"** shall mean and refer to an institutional lender who holds a first mortgage on a Lot and who has notified Association of its holdings.

**"Fourth Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Front Yard"** shall have the meaning set forth in Section 9.2 hereof.

**"General Plan"** shall mean and refer to the General Plan of Development for Heritage Harbor on file with the Planning and Zoning Department of Hillsborough County, and as the same may be amended or modified from time to time.

**"Golf Course"** shall mean the Heritage Harbor Golf Course owned by the CDD.

**"Heritage Harbor"** shall have the meaning set forth in Paragraph A of the Recitals hereof.

**"Home"** shall mean and refer to each and every single family residential unit constructed on any Lot.

**"HUD"** shall mean the U.S. Department of Housing and Urban Development.

**"Interpretation"** Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**"Lender"** shall have the meaning set forth in Paragraph G of the Recitals hereof.

**"Lennar"** shall mean Lennar Homes, Inc., a Florida corporation.

**"Loan"** shall have the meaning set forth in Paragraph G of the Recitals hereof.

**"Lot"** shall mean and refer to the least fractional part of the subdivided lands for residential use within any duly recorded plat of any subdivision which prior to or subsequent to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified.

**"Member"** shall have the meaning set forth in Section 6.1 hereof.

**"Option Agreement"** shall have the meaning set forth in Section 12.4 hereof.

**"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of Heritage Harbor, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

**"Original Declaration"** shall have the meaning set forth in Paragraph A of the Recitals hereof.

**"Parcel"** shall mean and refer to any part of Heritage Harbor other than the Common Area, Lots, Homes, streets and roads, and land owned by the CDD, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

**"Plat"** shall mean and refer to each plat of any portion of Heritage Harbor.

**"Prior Declaration"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Rear Yard Line"** shall have the meaning set forth in Section 9.2 hereof.

**"Released Parties"** shall have the meaning set forth in Section 4.8 hereof.

**"Reserve Fund"** shall have the meaning set forth in Section 8.6 hereof.

**"Rules and Regulations"** shall mean all rules and regulations adopted by the Board from time to time.

**"SWFWMD"** shall mean Southwest Florida Water Management District.

**"Surface Water Management System"** shall mean all surface water management systems, ditches, canals, lakes, and water retention ponds in Heritage Harbor.

**"Seacove Lots"** shall mean those Lots described on **Exhibit H** attached hereto.

**"Second Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Side Yard Line"** shall have the meaning set forth in Section 9.2 hereof.

**"Sixth Amendment"** shall have the meaning set forth in Paragraph B of the Recitals.

**"Street Line"** shall have the meaning set forth in Section 9.2 hereof.

**"Structure"** shall have the meaning set forth in Section 9.2 hereof.

**"Supplements"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Third Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Turnover Date"** shall have the meaning set forth in Paragraph K of the Recitals hereof.

**"Voting Interest"** shall have the meaning set forth in Section 6.3 hereof.

**"Voting Member"** shall have the meaning set forth in Section 6.3 hereof.

**"Village 17"** shall have the meaning set forth in Paragraph H of the Recitals hereof.

**"Well Facilities"** shall have the meaning set forth in Section 7.6 hereof.

4. **Purpose.**

4.1 **Operation, Maintenance and Repair.** The purpose of Association shall be to promote the health, safety and general welfare of the Owners including, but not limited to, architectural control of the Lots within Heritage Harbor, and take such other action as Association is authorized to take with regard to Heritage Harbor pursuant to its Articles, Bylaws and this Declaration.

4.2 Boundary Walls. Declarant or the CDD may construct border walls and fences along all or part of some or all of the arterial and collector streets within Heritage Harbor or streets bounding its perimeter (collectively, the "Boundary Walls"). The Boundary Walls may be constructed either on dedicated rights of way, the Lots, or other land of owners adjacent to such rights of way, and may include a combination of berming, landscaping and vegetation or other material to provide for buffering to the extent desired by Declarant or the CDD. The CDD is responsible for maintenance, repair and replacement of Boundary Walls.

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

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

4.5 Irrigation. Declarant, the CDD, Association or any Facilities Associations serving Heritage Harbor may, but shall not be obligated to install irrigation and sprinkling equipment within landscaped rights of way.

4.6 Grant of Easements for Golf Balls. Nonspecific, nonexclusive easements are hereby created for the benefit of the users of the Golf Course over all Lots, Parcels and Common Areas adjacent to the Golf Course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Parcels or Common Areas, the landing of errant golf balls upon the Lots, Parcels or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the Golf Course, the usual and common noises and other disturbances created by maintenance of the Golf Course and the playing of the game of golf, including occasional tournaments, together with all other common or usual occurrences normally associated with the existence and operation of a Golf Course. No golf carts are permitted on Lots, Parcels or Common Areas for the purposes of retrieving golf balls. Declarant, the CDD, Association and any of their successors or assigns shall not be liable for damage to individual Lot or Parcel Owner's property from errant golf balls.

4.7 Golf Course Risks. Each Owner of a Lot or Parcel, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is hereby deemed to acknowledge and accept the following inherent risks and occurrences associated with the Golf Course:

4.7.1 Maintenance on the Golf Course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset.

4.7.2 During certain periods of the year, the Golf Course will be heavily fertilized.

4.7.3 The maintenance of the Golf Course may require the use of chemicals and pesticides.

4.7.4 The Golf Course may be watered with reclaimed water.

4.7.5 Golf balls are not easily controlled and accordingly may enter an Owner's air space, strike Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property, causing personal injury and property damage.

4.7.6 The Golf Course will consist of roughs, natural areas and other Golf Course ancillary properties which will be maintained by the CDD. The level of maintenance, including the nature of mowing, pruning, trimming and other care, shall be determined solely by the CDD.

4.7.7 The Golf Course is owned by the CDD and will be made available for use by the general public on a user fee basis, such user fees to be set and adjusted from time to time by the Board of Supervisors of the CDD, in their sole discretion.

4.7.8. No Owners of Lots or Parcels adjacent to the Golf Course may create, cause to happen or permit any noise or disturbance that will interfere with the golfers or the playing of the game of golf.

4.8 General Golf Course Disclaimer Declarant, its successors and assigns, the CDD, Association, its successors and assigns, and its Members (in their capacity as Members), and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever including, without limitation, actions based on (i) any invasion of the Lot or Parcel Owner's use or enjoyment of the Lot or Parcel; (ii) improper design of the Golf Course; (iii) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the Golf Course); or (iv) trespass by any golfer on the Lot or Parcel that may result from property damage or personal injury from golf balls (regardless of number) hit on the Lot, Parcel or adjacent roadways, or from the exercise by any golfer of the easements granted herein. Furthermore, each Owner of a Lot or Parcel hereby assumes the risk inherent in owning property adjacent to or nearby a Golf Course including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot or Parcel, for any personal injury or property damage

4.9 Acceptance of Merger and/or Consolidation of Facilities Associations. In the event Declarant reasonably determines the (i) the Facilities Associations should be merged with Association or (ii) the Facilities Associations should convey all property owned by such associations to the CDD, and thereafter be dissolved, Association is irrevocably bound to take all actions necessary to implement such actions at the sole cost and expense of Declarant.

4.10 Lawn Maintenance. All lawn maintenance, as hereinafter defined, on all Seacove Lots shall be the responsibility of Association. Lawn maintenance, for the purpose of this Section, shall be limited to cutting, edging, pest control and fertilizing of all sodded areas on the Seacove Lots, and weeding and mulching of landscape beds of Seacove Lots. Association shall have an easement over each Seacove Lot to accomplish the lawn maintenance referred to herein. The cost of such lawn maintenance shall be a Common Expense of all Owners of Seacove Lots and not of any other Lots. Irrigating and sprinkling shall be the responsibility of the Owner of the Seacove Lot, at such Owner's sole cost and expense.

4.11 Landscape Maintenance. The CDD shall continue to provide landscape maintenance for the Clubhouse and Brightwater Entrance Facilities notwithstanding that these facilities are Common Areas of Association.

4.12 Well Facilities. The cost of operation and maintenance of wells and other irrigation facilities and systems owned by the Facilities Associations (the "Well Facilities") shall be the responsibility of the CDD.

## 5. Property Rights.

5.1 Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, including the Clubhouse, which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Delegation of Use. Any Owner may delegate his or her right of enjoyment to all facilities located on Heritage Harbor to the members of his or her family, tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot. All Owners who have leased their Homes shall submit the lease to Association prior to the tenant occupying the Home and register the tenant's name with Association. The Board shall establish from time to time a registration fee for tenants. No tenant shall be permitted to use the Common Areas including, without limitation, the Clubhouse unless such tenant is registered with Association and such tenant and the Owner have signed a Clubhouse Release Form wherein the Owner relinquishes his or her rights to use the Clubhouse and the tenant agrees among other things, to abide by Association's Rules and Regulations. The Board may establish from time to time Rules and Regulations restricting the number of tenants that may reside in a Home, the minimum length of leases and the number of leases that may be entered into each year with respect to each Home.

5.3 Easements Reserved. Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of Heritage Harbor for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of Heritage Harbor and provided such easements do not interfere with any structures on Heritage Harbor. Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over Heritage Harbor, provided such lines and facilities benefit land which is or will be within Heritage Harbor and provided such easements do not interfere with any structures on Heritage Harbor.

5.4 Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

5.5 Operation and Maintenance of Surface Water Management System. The CDD shall be responsible for maintenance of the Surface Water Management System. The Surface Water Management System within Heritage Harbor which is accepted by or constructed by the CDD, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the CDD, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be an expense of the CDD. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the CDD.

5.5.1.No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner, other than Declarant or the CDD in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the CDD.

5.5.2.No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, Association, the CDD, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

5.5.3.No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the CDD. No person other than Declarant or the CDD may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

5.5.4.All Surface Water Management System and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the CDD. The CDD may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper Surface Water Management System. The cost shall be an expense of the CDD. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

5.5.5.Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Surface Water Management System or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the CDD and Declarant.

5.5.6.LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS

MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE CDD.

5.6 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change Association's responsibilities for the Surface Water Management System or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the Surface Water Management System or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Surface Water Management System is administered by the CDD, any such amendment shall likewise require the consent of the CDD.

5.7 Brightwater Entrance Facilities. The Brightwater Entrance Facilities shall be part of the Common Areas of Association if the Brightwater Roadways are replatted, vacated or otherwise designated as private by Declarant and the County. Every Owner and resident of Heritage Harbor shall have a right of pedestrian and vehicular ingress and egress over the Brightwater Roadways whether or not such Roadways are public or private. Members of the general public will have no right to access Heritage Harbor from the Brightwater Roadways if they are Common Areas, but they will be able to exit Heritage Harbor from the Brightwater Roadways. If the Brightwater Entrance Facilities are Common Areas, Association shall provide each Owner with the device necessary for such Owner and other residents to access Heritage Harbor pursuant to Rules and Regulations adopted by the Board from time to time, which may include a charge of the actual costs of such device plus reasonable administrative overhead. If the Brightwater Entrance Features are made part of the Common Areas, Owners of Lots within Village 17 shall be solely responsible for the maintenance, repair and replacement of the Brightwater Roadways and no other Lot Owners shall be responsible for the same. If the Brightwater Roadways are private, the maintenance, repair and replacement of the Brightwater Entrance Mechanisms comprising part of the Brightwater Entrance Facilities shall be part of Common Expenses and payable by all Lots.

#### 6. Membership and Voting Rights.

6.1 Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of Association (a "Member"), subject to and bound by Association's Articles, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. Declarant shall be a Member so long as it owns one or more Lots. Notwithstanding any of the foregoing to the contrary, if one Home is built on two Lots, the Lot Owner shall have a total of two (2) votes and pay two (2) assessments for the combined Lots.

6.2 Membership Classifications. From the date that this Declaration is recorded, Association shall have one class of membership.

6.3 Voting Members. There shall be one vote appurtenant to each Lot which may be exercised by the appropriate Voting member (the "Voting Member"). For the purposes of determining the Voting Member that may exercise the voting interest (the "Voting Interest") associated with each Lot, the following rules shall govern:



**6.3.1. Lot Owned By Husband and Wife.** Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

**6.3.2. Trusts.** In the event that any trust owns a Lot, Association shall have no obligation to review the trust agreement with respect to such trust. If the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

**6.3.3. Corporations.** If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Lot.

**6.3.4. Partnerships.** If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

**6.3.5. Multiple Individuals.** If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

**6.3.6. Liability of Association.** Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

## **7. Rights and Obligations of Association.**

**7.1 Responsibilities.** Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the enforcement of these restrictions and for architectural control of the Lots. Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the performance of its other obligations hereunder. The Board may elect to undertake such additional maintenance obligations as it may deem appropriate from time to time to the extent that such maintenance is not performed by the CDD.

**7.2 Manager.** Subject to Section 12.3.1 hereof, Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems



advisable, as well as such other personnel as Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

7.3 Personal Property for Common Use. Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in Association's Articles or Bylaws. Association shall not acquire more than \$250,000 of personal property in any fiscal year without the assent of two-thirds (2/3) of the voting interests present in person or proxy at any duly called meeting at which a quorum is present. For the purpose of this Section only, the quorum must be thirty percent (30%) of the Voting Interests of Association present in person or by proxy.

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

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

7.6 Common Expenses. The expenses and costs incurred by Association in performing the rights, duties, and obligations set forth in this Section 7, and the cost of administration of the Facilities Associations are hereby declared to be Common Expenses and shall be paid by all Members. All expenses of Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles and the Bylaws are deemed to be and are hereby Common Expenses.

7.7 Suspension of Use Rights; Levy of Fines. Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate (or such other amounts established by the Board from time to time), against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations promulgated by Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of Association appointed by the Board of Directors who are not officers, directors, or employees of Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular and pedestrian ingress to and egress from such Owner's Lot including, but not limited to, the right to park. This Section 7.7 may be amended by the Board from time to time, without the joinder or consent of any other party, to make this Section consistent with statutory requirements as changed from time to time.

## 8. Covenant for Maintenance Assessments.

8.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot within Heritage Harbor, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to Association: (1) assessments or charges and charges for Common Expenses; (2) assessments for the cost of administration of Facilities Associations (but excluding the costs of operation and maintenance of the Well Facilities; and (3) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. In addition to the foregoing, Owners of Seacove Lots shall pay an additional assessment for lawn and landscaping maintenance of each Seacove Lot, which such maintenance

shall be the responsibility of Association as set forth in Section 4.10 hereof. The Board of Association shall prepare a separate budget for the Owners of Seacove Lots annually to reflect this additional assessment. In addition to the foregoing, Owners of Village 17 Lots shall pay an additional assessment for the Brightwater Roadways if such roadways are made private, which such maintenance shall be the responsibility of Association as set forth in Section 5.7 hereof. The Board of Association shall prepare a separate budget for the Owners of Village 17 Lots annually to reflect this additional assessment.

8.1.1. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

8.1.2. Notwithstanding any of the foregoing to the contrary, if one Home is built on two Lots, the Lot Owner shall pay two (2) assessments for the combined Lots.

8.2 Capital Contribution Fee. Additionally, there shall be a capital contribution fee of Two Hundred Fifty and no/100 Dollars (\$250.00) (the "Capital Contribution Fee") which shall be paid by each Owner at the time of closing of title on their Lot, and such payment shall be paid to the CDD towards the CDD's initial investment for infrastructure costs, including, but not limited to, wells, pumping facilities and water storage systems.

8.3 Purpose of Assessments. The assessments levied by Association shall be used to promote the recreation, health, safety, and welfare of the residents of Heritage Harbor, and the carrying out of the other responsibilities and obligations of Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Heritage Harbor; the cost of labor, equipment, materials, management and supervision thereof; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

8.4 Assessments for Common Expenses. The Board of Directors may fix the annual assessments for Common Expenses. Each Lot shall be assessed monthly an equal amount for Assessments; provided, however, Seacove Lots and Village 17 Lots shall pay additional assessments as elsewhere provided herein. Heritage Harbor will ultimately contain 670 Homes. Until Declarant's Clubhouse Guaranty expires, the Approved form of Budgets for Association's fiscal years 2003, 2004 and 2005 shall be as set forth in Exhibit E attached hereto (collectively, the "Approved Budgets"). The Board shall not raise assessments more than fifteen percent (15%) in any fiscal year without the assent of two-thirds (2/3) of the voting interests present in person or proxy at any duly called meeting at which a quorum is present. For the purpose of this Section only, the quorum must be thirty percent (30%) of the Voting Interests of Association present in person or by proxy. The foregoing cap on raising assessments shall not apply to increases due to the cost of insurance, debt service of Association or to any improvements or actions that Association is required by law to make (and such items shall be excluded in calculating any increases in assessments).

8.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting interests present in person or proxy at any duly called meeting at which a quorum is present. For the purpose of this Section only, the quorum must be thirty percent (30%) of the Voting Interests of Association present in person or by proxy. Notwithstanding the foregoing, Association shall impose a special assessment without the vote of membership for any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, reasonably requested by the Lender or any other lender providing financing to Association.

8.6 Reserves. Association has elected to establish a reserve fund (the "Reserve Fund"). Declarant will fund \$85,000 into the Reserve Fund prior to Turnover Date (the "Declarant Contribution"). Monies shall only be withdrawn from the Reserve Fund for replacement of major capital improvements and then, only with Board approval. If Association desires to use monies in the Reserve Fund for any other purpose, a majority of the Voting Interests in person or proxy at any duly called Members meeting must vote to approve such withdrawal from the Reserve Fund. In addition to the foregoing, the Declarant Contribution shall only be used for replacement or repair of major capital improvements and not for general Common Expenses or other purposes.

8.7 Declarant's Common Expenses Assessment. After the Declarant's Clubhouse Guaranty expires, Declarant shall pay full assessments on all Lots that have not been conveyed to third party purchasers for residential use.

8.8 Exemption from Assessments. The assessments, charges and liens provided for or created by this Section 8 shall not apply to any other homeowner's association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or the CDD, and any property owned by a charitable or non-profit organization.

8.9 Due Dates. The Board shall fix the amount of the annual assessment for Common Expenses against each Lot not later than November 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board, annual assessments for Common Expenses shall be collected on a monthly basis. The due date for special assessments shall be as established by the Board of Directors.

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

8.11 Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. If an Owner's regular monthly assessment is delinquent in excess of ninety (90) days, Association may suspend the Owner's voting rights until such delinquent regular assessments or accounts are paid in full. Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the recreational facilities owned by the CDD, or abandonment of his Lot. Access to the Clubhouse may be revoked until such time as the Owner's account is made current.

8.12 Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

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

8.14 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a First

Mortgagee. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Association shall, upon written request, report to any such First Mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such First Mortgagee first shall have furnished to Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such First Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section 8.

8.15 Certificate of Amounts Due. Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of Association as to the status of assessments on a Lot shall be binding upon Association as of the date of its issuance.

8.16 Special Assessment for Maintenance Obligations of Owners. In the event an Owner fails to perform any maintenance, repair or replacement on or to his Lot or his Home required under the terms of this Declaration including, but not limited to, painting of the exterior of the Home, watering and mowing of lawns, shrubbery and other landscaping, Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 8.10 hereof. Such lien shall include not only the cost of the maintenance but also Association's attorney's fees and an administrative fee not to exceed twenty-five percent (25%) of the cost of the maintenance.

## 9. Use Restrictions.

9.1 Residential Use. All of Heritage Harbor shall be known and described as residential property and no more than one single-family Home may be constructed on any Lot, except that more than one Lot may be used for one Home, in which event, all restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 9.4 of this Section. In addition, the permanent occupancy of the Home is limited to one single-family as defined by law.

9.2 Structures. No Structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than five (5) feet from a Side Yard Line or nearer than fifteen (15) feet from a Rear Yard Line. Notwithstanding the foregoing, a swimming pool may be located five (5) feet from the rear Lot line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", "Side Yard Line", "Rear Yard Line" and "Front Yard", shall have the meanings ascribed by the Hillsborough County Zoning Regulations. Above ground swimming pools are prohibited.

## 9.3 Home.

9.3.1. No one story Home constructed on a Lot, the dimensions of which are approximately 90' x 130', shall have a floor square foot area of less than two thousand seven hundred (2,700) square feet, exclusive of screened areas, open porches, terraces, patios and garages; and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than three thousand (3,000) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.2. No one story Home constructed on a Lot, the dimensions of which are approximately 75' x 115', shall have a floor square foot area of less than one thousand eight hundred (1,800) square feet, exclusive of screened areas, open porches, terraces, patios and garages; and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than two thousand (2,000) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.3. No one story Home constructed on a Lot, the dimensions of which are approximately 65' x 110', shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened areas, open porches, terraces, patios and garages; and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than two thousand (2,000) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.4. No one story Home constructed on a Lot, the dimensions of which are approximately 50' x 110', shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened areas, open porches, terraces, patios and garages, and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.5. All Homes shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All Homes shall have at least a one (1) car garage attached to and made part of the Home. No Home shall exceed two and one-half (2 1/2) stories nor thirty-five (35) feet in height. All Homes shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that Lot areas designated on the Plat for drainage easement purposes need not be grassed. Each Home shall have a shrubbery planting in front of the Home.

#### 9.4 Easements.

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

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

9.4.3. Declarant, for itself and its successors and assigns and for the CDD and Association hereby reserves an easement ten (10) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of Boundary Walls, privacy walls, fences and name monuments for Heritage Harbor. Declarant hereby grants the CDD a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the CDD to undertake such Boundary Walls maintenance and painting for which it is responsible. Lot Owners other than Declarant or the CDD shall not alter or modify Boundary Walls, including, without limitation, the color of such Boundary Walls.

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

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

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

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

9.4.8. Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any Home or recreational building originally constructed by Declarant on any portion of Heritage Harbor.

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

9.6 Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Homes for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in Heritage Harbor open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2011, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to Heritage Harbor, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

9.7 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog or cat shall allow the dog or cat to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog or cat must be on a leash and in full physical control by the Owner or the Owner's family members at all times when the dog or cat is outside of the Owner's Home. Owners are prohibited from tying, chaining or staking pets in a Home's yard. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of Heritage Harbor.

9.8 Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be



erected, constructed or maintained upon any Lot; providing, however, fences not taller than three feet (3') may be permitted when there is a water body between the Property line and the Golf Course. In addition, the Design Review Board may permit fences and hedges on a Lot that is partially abutting the Golf Course (e.g., a Lot abutting a cart path). Fences, walls or hedges may be approved on non-Golf Course lots at the sole discretion of the Design Review Board as provided for in the standards adopted by the Design Review Board. All fences must be PVC material or such other material approved by the Design Review Board from time to time.

9.9 Vehicles. No motor vehicles shall be parked on Heritage Harbor except on a paved or concrete driveway or in a garage. Overnight parking of any type of vehicle on the streets within Heritage Harbor or in the Clubhouse parking areas is expressly prohibited. Temporary parking of vehicles on the street in front of the home is limited to a maximum of four hours at any one time. Vehicles may not block or be parked on sidewalks on the Lots or within Heritage Harbor. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on Heritage Harbor unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view; provided, however, upon prior notice to Association, any of the foregoing may be parked in a Home driveway for loading, unloading, cleaning or prior to transportation to an off-site facility for no more than 24 hours.

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

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

9.12 Antennas, Aerials and Satellite Dishes. No television, radio, or other electronic towers, aerials, antenna, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antenna specifically covered by 47 C.F.R. Part 1, Subpart S Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. Association shall be empowered to adopt rules governing the types of antenna that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antenna. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Home and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

9.13 Street Lighting. Street lighting will be within the CDD pursuant to which street lighting service is to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect.

9.14 Lot and Home Upkeep.

9.14.1 All Owners of Lots with completed Homes thereon shall, as a minimum, have the grass regularly cut, edged, weeded, shrubbery and trees trimmed and all trash and debris removed. If an Owner of a Lot fails, in Board's sole discretion, to maintain their Lot as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith and an administrative fee of \$50 or such other fee set by the Board from time to time. The Owner of each Lot shall maintain the Home located thereon in good repair, including, but not limited to the removal of exterior dirt, mold and mildew, the exterior painting, maintenance and cleanliness of the roof, gutters,

downspouts, windows, doors, driveways, sidewalks, mailbox, mailbox post and mailbox light. The mailbox light shall have only a white light installed in the fixture with the exception of the holidays (December 1<sup>st</sup> - January 15<sup>th</sup>).

9.14.2. In the event an Owner fails to perform any maintenance, repair or replacement required under the terms of this Declaration, Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be secured by a lien against such Lot, as provided in Section 8.10 of this Declaration. Such lien shall include not only the cost of the maintenance but also Association's attorney's fees and an administrative fee not to exceed twenty-five percent (25%) of the cost of the maintenance.

9.15 Window Treatments. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Home; provided, however, an Owner may install protective window coatings that keeps items from breaking through glass.

#### 9.16 Signs.

9.16.1. No sign, billboard or advertising of any kind shall be displayed to public view on any of Heritage Harbor without the prior written approval of the Design Review Board, provided, however, an Owner may place one (1) house number and address placard, not to exceed twelve (12) inches in width and four (4) inches in height, one (1) security alarm sign, in the landscape bed in front of the home closest to the front door, not to exceed one (1) foot square on such Owner's Lot and one (1) security alarm sign, in the back of the home, not to exceed one (1) foot square on such Owner's Lot. Any such request submitted to the Design Review Board shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground.

9.16.2. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. All Owners of Homes in Heritage Harbor shall use the approved sign layout and contractor as approved by the Board. In no event shall more than one (1) "For Sale" or "For Rent" sign ever be placed on any Lot.

9.16.3. Notwithstanding the foregoing provisions, Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon Heritage Harbor such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of Heritage Harbor.

9.16.4. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of Heritage Harbor shall be permitted.

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

9.17.1. With the express written consent of Association.

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

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



9.17.4. It is the express intention of this Section 9.17 that the trees existing on Heritage Harbor at the time of the recording of this Declaration, and those permitted to grow on Heritage Harbor after said time, be preserved and maintained as best as possible in their natural state and condition. All street trees will have a canopy maintained at a minimum of eight feet (8'). Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

9.18 Wells. No wells may be drilled or maintained by an Owner other than Declarant or a Facilities Association or its successors or assigns on any Lot or Common Area.

9.19 Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, so long as Declarant owns a Lot within Heritage Harbor to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Section 9 without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Homes, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

10. Architectural Control.

10.1 Members of Design Review Board. The Design Review Board shall consist of not less than three (3) members, but not more than nine (9) members at any one time as determined by the Board. Each member of the Design Review Board shall be appointed by the Board and shall hold office for a period of one (1) year or until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board shall have the right to appoint and remove all members of the Design Review Board.

10.2 Purpose and Function of Design Review Board. The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within Heritage Harbor a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all properties within Heritage Harbor. Neither the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any improvements constructed upon Heritage Harbor to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Standards for Heritage Harbor or this Declaration.

10.3 All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of Heritage Harbor, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any properties within Heritage Harbor except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

10.4 Standards for Review and Approval. Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its

entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Heritage Harbor community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any improvement on Heritage Harbor which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for Heritage Harbor.

**10.5 Procedure for Design Review.** The Design Review Board shall develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through Association, at a reasonable charge, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Section 10, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, and members of the Design Review Board. The Design Review Fee is Fifty Dollars (\$50.00). However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

**10.6 Time Limitation on Review.** The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within forty-five (45) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board. The failure of the Design Review Board to either approve or disapprove the same within such forty-five (45) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration. Any disapproval may be appealed to the Board of Association for a final determination.

**10.7 Duration of Approval.** Any approval of plans, specifications and other materials, whether by the Design Review Board or by Declarant or the Board of Directors of Association following appeal, shall be effective for a period of one hundred and eighty days (180) for exterior modifications other than new home construction from the effective date of such approval. Upon appeal to the Board this time limit maybe extended. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one hundred and eighty days (180) period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Design Review Board on resubmission in any respect.

**10.8 Inspection of Construction.** Any member of the Design Review Board or any officer, director, employee or agent of Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any properties within Heritage Harbor and any building, structure or other improvement located thereon, in order to inspect any building, structure or other improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design Review Board.

**10.9 Evidence of Compliance.** Upon a request therefor from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such Lot and the improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Design Review Board, the Design Review Board shall direct

Association through its President, Secretary or other officer of Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected improvements with the provisions of this Section 10 as of the date of such inspection.

10.10 Interior Alterations Exempt. Nothing contained in this Section 10 shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on any portion of Heritage Harbor after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement.

10.11 Declarant Exempt. Declarant shall be exempt from compliance with the provisions of this Section 10.

10.12 Exculpation for Approval or Disapproval of Plans. Declarant, any and all members of the Design Review Board and any and all officers, directors, employees, agents and members of Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Section 10, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions of this Section 10, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or she shall not be entitled to and shall not bring any action, proceeding or suit against Declarant, the Design Review Board, Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board or the Board on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration, and shall not be reviewed or approved for their compliance with any applicable governmental regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither Declarant, the Design Review Board, Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of governmental regulations or any defect in the design or construction of any building, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Section.

## 11. General Plan Of Declarant.

11.1 Deed Restrictions. In addition to this Declaration, Declarant may record for parts of Heritage Harbor additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of Heritage Harbor in accordance with Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of Heritage Harbor is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 11.1 shall require Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of Heritage Harbor.

11.2 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs,

successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the public records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This section may not be amended.

**11.3 Enforcement.** Association, Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 11.1. Failure of Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

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

**11.5 Amendment.** This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida, by:

11.5.1.A vote of two-thirds (2/3) of the Voting Interests of Association present in person or proxy at a meeting called for such purpose; or

11.5.2.An instrument signed by Owners holding two-thirds (2/3) of the Voting Interests of Association.

11.5.3.Until the Turnover Date, by Declarant unilaterally however Declarant will not make any amendments other than necessary to correct errors or to implement issues of clarification.

11.5.4.The Board shall have the authority to unilaterally amend this Declaration to make any changes required by the County regarding the Brightwater Facilities.

**11.6 Declarant Protection.** Notwithstanding anything herein to the contrary, so long as Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of Declarant under this Declaration. Any amendment to this Declaration which would affect any Surface Water Management System located within Heritage Harbor must have the prior approval of SWFWMD; such approval need not be recorded.

**11.7 Assignments.** Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in such committee, except in the event aforesaid.

11.8 General Plan of Development. Declarant has heretofore submitted to the Hillsborough County Planning and Zoning Department a plan of development (the "General Plan") for the land which may become subject to this Declaration and the Golf Course owned by the CDD, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; and the general nature of any proposed recreational facilities and improvements, if any.

11.9 Mergers. Upon a merger or consolidation of Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation, or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of Association or the CDD as the surviving corporation pursuant to a merger. The surviving or consolidated corporation or the CDD may administer the covenants and restrictions established by this Declaration within Heritage Harbor together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within Heritage Harbor. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the Voting Interests of Association present in person or by proxy at a meeting of Members called for such purpose and the CDD, if applicable.

11.10 Expansion or Modification of Common Areas. Additions or modifications to the Common Areas may be made if not inconsistent with the General Plan and any amendments thereto. Neither Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans. If Declarant determines, subject to any governmental requirements, that it is in the best interest of the development for any Common Area (other than the Clubhouse) to be owned by the CDD rather than Association, then such Common Area shall cease to be Common Area, even if such Common Area has been conveyed to Association pursuant to this Declaration, and shall thereafter be CDD property and Association shall make such conveyance to the CDD.

11.11 Golf Course Property. THE GOLF COURSE PROPERTY IS SEPARATE AND APART FROM THE RESIDENTIAL DEVELOPMENT AND USES WITHIN HERITAGE HARBOR AND OWNERSHIP AND/OR RESIDENCY WITHIN HERITAGE HARBOR DOES NOT GRANT OR CONVEY UPON THOSE OWNERS OR OCCUPANTS WITHIN HERITAGE HARBOR ANY SPECIAL PRIVILEGES OR USE RIGHTS IN THE GOLF COURSE.

11.12 Mediation and Arbitration of Disputes. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among Declarant, Association, the Board, any committee of Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles or Bylaws of Association; (b) those regarding any of the Rules and Regulations, the Standards adopted by the Design Review Board, resolutions, decisions, or rulings of Association, the Board, or any of Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

11.12.1. The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or

other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

11.12.2. Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by Association, the Board or any of Association's committees; and (b) actions by Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles or Bylaws of Association, and all Rules and Regulations, the Standards adopted by the Design Review Board, resolutions, decisions, or rulings of Association, the Board, or any of Association's committees.

## 12. The Clubhouse.

12.1 Conveyance of Clubhouse. Declarant and Lennar shall cause the CDD to convey the Clubhouse to Association prior to the Turnover Date. Thereafter and prior to the Turnover Date, Association shall make the Bond Payment to Lennar by virtue of a \$4,000,000 Loan from the Lender. The Loan has a 22 year term and adjustable interest rate.

12.2 Declarant's Clubhouse Guaranty. Declarant guarantees the following (the "Declarant's Clubhouse Guaranty"): So long as Association adopts the Approved Budgets with no increase or decrease of more than five percent (5%) of each line item set forth therein, Declarant guarantees that Declarant shall fund the difference monthly between (i) actual Club Expenses and (ii) assessment and other revenue of Association for fiscal years 2003, 2004 and 2005. Notwithstanding the foregoing, if Association desires to increase any line item more than five percent (5%), Association may request that Declarant approve any such change, which approval shall not be unreasonably withheld. If Declarant approves the change, Declarant's Clubhouse Guaranty shall apply to such increase. Association shall not decrease any line item by more than five percent (5%) without Declarant's approval, which shall not be unreasonably withheld. Any new line items may be added at Association's discretion or line items may be increased more than five percent (5%) without Declarant's consent; provided, however, Owners must be assessed for such amounts as Declarant's Clubhouse Guaranty shall not apply to new line items or increases above five percent (5%) without approval. If the Approved Budgets are adopted by Association in 2004 and 2005 without any changes, the effect of Developer's Clubhouse Guaranty is that additional Clubhouse Expenses will be \$25 per month in calendar year 2004 and \$35 per month in calendar year 2005. Other Clubhouse Expenses and reserves will be capped at \$50 per month through 2005. The foregoing caps do not apply to purchasers of Homes from Declarant who signed or will sign their purchase agreements after June 1, 2003 (such purchasers must pay the full \$95 of Clubhouse Expenses per Home upon closing through 2005). In 2006 it is anticipated that Clubhouse Expenses for all Homes will be \$95 a month, subject to the right of Association to make adjustments it deems necessary.

## 12.3 Special Restrictions.

12.3.1. The clubhouse and recreational facilities will be operated and managed by a professional manager (the "Club Manager") approved by both Declarant and Association through December 31, 2005. Both parties shall not unreasonably withhold approval of the Club Manager.

12.3.2. Simultaneously hereto, Association has leased the CDD Portions of the Clubhouse to the CDD for \$1 per year pursuant to the lease attached as Exhibit I.

12.3.3. Declarant shall continue to have the right to (i) access the Clubhouse for marketing purposes and (ii) conduct any sales activities that Declarant deems necessary until all Lots in the Heritage Harbor have been developed with Homes and transferred to Owners. By way of example, Declarant may be bringing prospective purchasers to the Clubhouse. Declarant's marketing and sales activities shall not unreasonably interfere with the use of the Clubhouse by residents of Heritage Harbor; it being understood that Declarant's current marketing and sales activities relative to the Clubhouse are acceptable to all concerned.



12.4 Golf Membership Option. The Clubhouse is subject to that certain Golf Membership Option Agreement (the "Option Agreement") recorded in Official Records Book 8514 at Page 714 of the Public Records of Hillsborough County. The Board shall have the absolute right to amend this Declaration to address or resolve any issue respecting the Option Agreement without the consent or approval of any party. Notwithstanding the foregoing, during the period the Declarant's Clubhouse Guaranty is in place, such amendments shall not be made without Declarant's approval, which shall not be unreasonably withheld.

12.5 Outside Membership. The Board, in its sole discretion, may allow persons who are not Members to use the Clubhouse upon payment of such fees and upon such terms as the Board may establish from time to time.

12.6 Unreasonable Withholding. For the purposes of this Section 12, Declarant shall not be deemed to be unreasonably withholding its consent if.

12.6.1. The item to be approved will in Declarant's determination reduce the appearance or quality of operations of the Clubhouse, or

12.6.2. The item to be approved creates a new facility, fixture, or service respecting the Clubhouse not currently in existence.

12.7 Declarant Operations. Declarant has agreed to turnover the association earlier than anticipated. Association irrevocably agrees that it shall not take any action which unreasonably impedes Declarant's ability to complete the sale of all Homes within Heritage Harbor. Declarant and its agents, subcontractors and employees shall continue to have unfettered access to Heritage Harbor for all construction and development purposes, Declarant shall continue to take prospective purchasers throughout Heritage Harbor and operate its sales office and conduct other marketing efforts. All concerned agree that Declarant shall be able to continue its current construction schedule and activities without interruption.

12.8 Limitations on Amendments. This Section 12 cannot be amended without Declarant's and Lender's (until the Loan is satisfied) consent, which may be withheld for any reason.

IN WITNESS WHEREOF, the undersigned, being Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 12<sup>th</sup> day of July, 2003

WITNESSES:

DECLARANT:

U.S. HOME CORPORATION,  
a Delaware corporation

John B. Kuper  
Print Name: JOHN B. KUPER

By:

Doyle D. Audley  
Print Name: DOYLE D. AUDLEY  
Title: VICE PRESIDENT

Betty D. Valenti  
Print Name: BETTY D. VALENTI

(CORPORATE SEAL)

[Notary on the following page]

STATE OF FLORIDA                     )  
    ) SS.:  
 COUNTY OF Hillsborough             )

The foregoing instrument was acknowledged before me this 2nd day of July, 2003, by Loyle D. Dinkley as Vice President of U.S. HOME CORPORATION, a Delaware corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida  
 at Large

Print  
 Name

Jo Ann Byrum  
JO ANN BYRUM





EXHIBIT A**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 4, S89°17'29"E, A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY LINE S00°38'08"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE SOUTHERLY BOUNDARY LINE OF A PROPOSED 100.00 FOOT WIDE EASEMENT; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE WITH THE FOLLOWING FIVE (5) COURSES (1) S89°17'29"E, A DISTANCE OF 1961.48 FEET TO THE BEGINNING OF A CURVE; (2) THENCE 239.24 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 34°16'05", A CHORD BEARING OF S72°09'26"E AND A CHORD DISTANCE OF 235.69 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE 290.15 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 33°14'55", A CHORD BEARING OF S71°38'52"E AND A CHORD DISTANCE OF 286.10 FEET TO A POINT OF COMPOUND CURVATURE; (4) THENCE 387.01 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 20°55'08", A CHORD BEARING OF N81°16'07"E AND A CHORD DISTANCE OF 384.87 FEET TO A POINT OF REVERSE CURVATURE; (5) THENCE 171.19 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 10°46'43", A CHORD BEARING OF N76°11'54"E AND A CHORD DISTANCE OF 170.94 FEET TO THE CURVE'S END; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE S00°42'31"W, A DISTANCE OF 602.46 FEET; THENCE S89°17'29"E, A DISTANCE OF 561.57 FEET; THENCE S22°32'11"E, A DISTANCE OF 1765.67 FEET; THENCE S25°17'23"W, A DISTANCE OF 710.61 FEET; THENCE N79°02'49"E, A DISTANCE OF 241.23 FEET TO THE BEGINNING OF A CURVE; THENCE 333.96 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 57°58'59", A CHORD BEARING OF N50°03'20"E AND A CHORD DISTANCE OF 319.89 FEET TO THE CURVE'S END; THENCE N21°03'50"E, A DISTANCE OF 329.27 FEET; THENCE S68°56'10"E, A DISTANCE OF 224.29 FEET; THENCE S22°35'12"E, A DISTANCE OF 795.52 FEET; THENCE S43°20'11"E, A DISTANCE OF 507.44 FEET; THENCE S58°09'31"E, A DISTANCE OF 354.88 FEET; THENCE S53°39'02"W, A DISTANCE OF 388.90 FEET; THENCE N75°15'06"W, A DISTANCE OF 102.66 FEET; THENCE N56°23'06"W, A DISTANCE OF 864.46 FEET; THENCE N21°53'29"W, A DISTANCE OF 250.00 FEET; THENCE S77°38'34"W, A DISTANCE OF 281.32 FEET; THENCE S29°11'18"W, A DISTANCE OF 259.15 FEET; THENCE N61°58'17"W, A DISTANCE OF 165.63 FEET; THENCE N76°18'07"W, A DISTANCE OF 94.38 FEET; THENCE S82°11'43"W, A DISTANCE OF 138.52 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 11.31 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 480.45 FEET, A CENTRAL ANGLE OF 01°20'57", A CHORD BEARING OF N08°59'10"W AND A CHORD DISTANCE OF 11.31 FEET TO THE CURVE'S END; THENCE S32°19'32"W, A DISTANCE OF 157.09 FEET; THENCE S13°17'00"W, A DISTANCE OF 1088.77 FEET; THENCE S04°02'26"W, A DISTANCE OF 238.23 FEET; THENCE N57°38'39"E, A DISTANCE OF 815.61 FEET; THENCE S56°19'40"E, A DISTANCE OF 884.02 FEET; THENCE S36°40'28"W, A DISTANCE OF 252.67 FEET; THENCE S62°00'02"E, A DISTANCE OF 641.08 FEET; THENCE S08°26'25"W, A DISTANCE OF 437.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LUTZ - LAKE FERN ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N81°34'05"W, A DISTANCE OF 2209.05 FEET TO THE BEGINNING OF A CURVE; THENCE 762.88 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1812.98 FEET, A CENTRAL ANGLE OF 24°06'34", A CHORD BEARING OF S86°22'38"W AND A CHORD DISTANCE OF 757.27 FEET TO THE CURVE'S END; THENCE S74°19'21"W, A DISTANCE OF 2049.79 FEET TO THE BEGINNING OF A CURVE; THENCE 272.26 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1859.90 FEET, A CENTRAL ANGLE OF 08°23'14", A CHORD BEARING OF S78°30'59"W AND A CHORD DISTANCE OF 272.02 FEET TO THE CURVE'S END, SAID POINT BEING LOCATED ON THE EAST BOUNDARY LINE OF THE WEST 300.00 FEET OF AFOREMENTIONED SECTION 9; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST BOUNDARY LINE N00°20'22"E, A DISTANCE OF 940.05 FEET TO A POINT BEING LOCATED ON THE NORTH BOUNDARY LINE OF SAID SECTION 9; THENCE N00°38'08"E, ALONG THE EAST BOUNDARY LINE OF THE WEST 300.00 FEET OF THE AFOREMENTIONED SECTION 4, A DISTANCE OF 5282.83 FEET TO THE POINT OF BEGINNING.

WHICH INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 1A, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 46 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 1B, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 2A AND 3A, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 94 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 2C, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 91 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 3C, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 49 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - VILLAGES 6 AND 11, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 88, PAGE 68 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - VILLAGE 7, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 71, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR VILLAGE 8 SOUTH, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 14, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR VILLAGE 8 NORTH, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 15, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR VILLAGE 17, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 13, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.