

CERTIFICATE OF AMENDMENT
BRIGADOON ON LAKE HEATHER

WITNESSETH

OFF. REC. 5271 058

Whereas a Declaration of Covenants and Restrictions (herein after referred to as "Declaration") for Brigadoon on Lake Heather was recorded in Official Records Book 4609, Page 1894 of the Public Records of Hillsborough County, Florida; and

Whereas Brigadoon Homeowners Association, Inc. (herein after referred to as "Association") has the power and authority to operate said community; and

Whereas Mobley Homes of Florida, Inc. (herein after referred to as "Declarant") has the authority pursuant to Article X, Section 4 of said Declaration, to make and amend said Declaration;

NOW THEREFORE the Board of Directors of the Association hereby resolves as follows:

1. The above recitations are true and correct.
2. Attached hereto as "Exhibit A" is true copy of an amendment to the Declaration which has been executed by the Declarant.
3. As of the recording of these presence, the Declaration shall be deemed to be amended as indicated on "Exhibit A" attached hereto and incorporated herein by reference.

In Witness Whereof the Board has authorized the execution of these presents this 2nd day of Nov 1987.

RECORD VERIFIED

Richard L. Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Teresa A. Streetman, D.C.

Witnesses

Mary Ann Guallen

Mary Ann Guallen

BRIGADOON HOMEOWNERS ASSOCIATION, INC.

Adalberto Fernandez
Adalberto Fernandez, President

Maggie Tinder
Maggie Tinder, Secretary

(Corporate Seal)

STATE OF FLORIDA)
SS
COUNTY OF HILLSBOROUGH)

RICHARD L. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

BEFORE ME, the undersigned authority, personally appeared Adalberto Fernandez, and Maggie Tinder, to me known to be the President and Secretary, respectively, of Brigadoon Homeowners Association, Inc., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of November, 1987.

Linda A. Wintfield
Notary Public

My commission expires:
Notary Public, State Of Florida At Large
My Commission Expires May 21, 1990
Bonded By SURECO Insurance Company of America

1987 NOV 16 PM 1:57

87266371

EXHIBIT "A"
BRIGADOON ON LAKE HEATHER

REVOCATION OF AMENDED SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE II

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MOBLEY HOMES OF FLORIDA, INC., a Florida corporation (the "Declarant"), has heretofore executed and filed a certain Brigadoon on Lake Heather Declaration of Covenants and Restrictions (hereinafter called the "Declaration"), said Declaration dated February 23, 1983 and recorded in Official Records Book 4609, Page 1894 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration has subsequently been amended by that certain Amendment to Brigadoon on Lake Heather Declaration of Covenants and Restrictions (hereinafter called the "Amendment"), said Amendment dated March 1, 1983 and recorded in Official Records Book 4072, Page 1276, of the Public Records of Hillsborough County, Florida; and

WHEREAS, Declarant has heretofore executed that certain Supplementary Declaration of Covenants and Restrictions for Brigadoon on Lake Heather, Townhome Phase II (hereinafter called the "Supplementary Declaration"), dated August 5, 1983, and recorded in Official Records Book 4199, Page 557 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Declarant has executed and recorded an Amended Supplementary Declaration of Covenants and Restrictions for Brigadoon on Lake Heather, Townhome Phase II (hereinafter referred to as the "Amended Supplementary Declaration"), dated December 8, 1983, and recorded in Official Records Book 4233, Page 1544, and re-recorded in Book 4235, Page 814 of the Public Records of Hillsborough County, Florida, which Amended Supplementary Declaration recited that the property described in the Supplementary Declaration was in error, and which Amended Supplementary Declaration attempted to cancel and terminate the Supplementary Declaration in all respects and substitute the terms of the Amended Supplementary Declaration therefor; and

WHEREAS, Declarant now desires to re-annex the lands described in the Supplementary Declaration in their entirety, and extend the scheme and operative effect of the aforementioned Declaration of Covenants and Restrictions, as amended but for the Amended Supplementary Declaration, to the real property described in the Supplementary Declaration;

NOW THEREFORE, in consideration of the premises, the Declarant, Mobley Homes of Florida, Inc., a Florida corporation, does hereby revoke, cancel, and terminate in all respects the provisions of the Amended Supplementary Declaration referred to

above and hereby reinstates the terms of the Supplementary Declaration recorded in Official Records Book 4199, Page 557, as if the same had never been cancelled or terminated.

By execution of these presents, the Declarant acknowledges that portion of Parcel "A", described in the Amended Supplementary Declaration is being restored to the effect and operation of the Declaration, and that the same shall hereafter be a part of and subject to the Declaration, pursuant to the terms of the Supplementary Declaration.

Declarant further acknowledges that execution of these presents indicates that Declarant has obtained the approval of the Federal Housing Administration and the Veterans Administration, as the case may be in accordance with Article X of the Declaration. A copy of the approval obtained is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the ____ day of _____, 1987.

MOBLEY HOMES OF FLORIDA, INC.
a Florida corporation

Witnesses:

D. Cantrell

By: *Y* President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, to me known to be the President of Mobley Homes of Florida Inc., a Florida corporation, known to be the individual who executed the instrument who executed the foregoing instrument on behalf of the Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 1987.

Notary Public

My commission expires:

OFF. REC. 4072 PG 1276

AMENDMENT TO
BRIGADOON ON LAKE HEATHER

CODES 12331606 TIME 12:51
RECORDED 009143
CK 9.1

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT made and entered this 1st day of March,
1983 by MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, here-
inafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant has heretofore executed and recorded that
certain Brigadoon on Lake Heather Declaration of Covenants and
Restrictions (the "Declaration") dated February 23, 1983 and
recorded at Official Records Book 4069, Page 1894, Public Records
of Hillsborough County, Florida, which Declaration has been imposed
upon the following described lands owned by Declarant, to-wit:

PARCEL I:

JAMES F. TAYLOR, JR.
CLERK, CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

Plat of BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE I,
according to the plat thereof recorded in Plat Book
54, Pages 15-1 to 15-3, Public Records of Hillsborough
County, Florida; and

PARCEL II:

Plat of BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE III,
according to the plat thereof recorded in Plat Book
54, Pages 32-1 and 32-2, Public Records of Hillsborough
County, Florida.

TAX
TAX
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CLK

NOW, THEREFORE, Declarant hereby declares that said Declaration
is amended as follows:

ARTICLE XI, EASEMENTS, Section 2. thereof, is hereby amended
to read as follows:

Section 2. Easements for Utilities and Services. There is
hereby created upon and under the Common Area easements for ingress,
egress, installation, replacing, repairing and maintaining all
utilities including but not limited to water, sewer, gas, telephone
and electricity, and a master television antenna system or cable
television. By virtue of this easement, it shall be expressly
permissible for the providing utility company to erect and maintain
the necessary poles and other necessary equipment on said property

and to affix and maintain wires, circuits and conduits on, above, and under said property.

An easement is further granted to all police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the property except as initially programmed and approved by the Declarant or hereafter approved by the Homeowner's Association. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, each Lot and Unit Owner by acceptance of a deed to a Lot agrees to execute such document.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 1st day of March, 1983.

"Declarant"

Witnesses:

James M. Carter
Diane Wilson

MOBLEY HOMES OF FLORIDA, INC.,
Florida corporation

By: *[Signature]*
Timothy F. Mobley, President

Attest: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of March, 1983, by TIMOTHY F. MOBLEY ~~AND~~, President, ~~XXXXXXXXXX~~ of MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation.



[Signature]
Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 1st DAY OF March, 1983.

JAMES F. TAYLOR, JR., CLERK
BY: *[Signature]*

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 8 1986
FOUNDER THRU GENERAL INS., UNDERWRITERS

Rec 19.00

4100 557

BRIGADOON ON LAKE HEATHER
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE II

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MOBLEY HOMES OF FLORIDA, INC., a Florida Corporation (the "Declarant"), has heretofore executed and filed a certain Brigadoon On Lake Heather Declaration of Covenants and Restrictions (hereinafter called the "Declaration"), said Declaration dated February 23, 1983 and recorded in Official Records Book 4069, Page 1894, of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration has subsequently been amended by that certain Amendment To Brigadoon On Lake Heather Declaration Of Covenants And Restrictions (hereinafter called the "Amendment"), said Amendment dated March 1, 1984 and recorded in Official Records Book 4072, Page 1276, of the Public Records of Hillsborough County, Florida;

WHEREAS, said Declaration provides that additional lands within the real property described therein, in Article X, Section 4, thereof, may be annexed, subjected to the terms of the Declaration, and brought within the jurisdiction of the Association, by Declarant, provided that the Federal Housing Administration and the Veterans Administration shall determine that the annexation is in accordance with the general plan heretofore approved by them, which determinations have been made as evidenced by the approvals attached hereto as Exhibits "A" and "B" respectively; and

WHEREAS, said Declarant desires to annex the lands described herein and to extend the scheme and operative affect of the aforementioned Declaration of Covenants and Restrictions, as amended, to the real property described hereinbelow.

NOW, THEREFORE, in consideration of the premises, the Declarant, MOBLEY HOMES OF FLORIDA, INC., a Florida Corporation, does hereby by the execution and filing of this Supplementary Declaration of Covenants and Restrictions, annex the lands described herein, and extend the scheme and operative effect of the above described Declaration of Covenants and Restrictions, as amended, to the following described real property located in Hillsborough County, Florida, to-wit:

Plat of BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE II, as per the plat thereof recorded in Plat Book 55, Page 15, of the Public Records of Hillsborough County, Florida.

And said real property is hereby made subject to each and every one of the provisions, including but not limited to the levy of assessments on said real property as set forth in said Declaration of Covenants and Restrictions, as amended, as though said provisions were fully set forth herein and specifically stated herein, and each and every one of said provisions are hereby incorporated herein by this reference to said Declaration of Covenants and Restrictions, and the Amendment thereto.

JAMES E. TAYLOR JR.
CLERK OF DISTRICT COURT
HILLSBOROUGH COUNTY, FLORIDA

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REC FEE 9.00
ACC FEE
TOT DUE 9.00
REC'D
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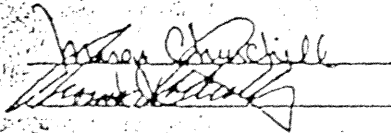
This Instrument Was Prepared By:
F. VERNON BENNETT, ATTY.
BROAD AND CASSEL
2699 Lee Road
Winter Park, Florida 32789

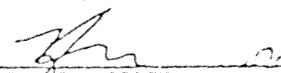
4199 558

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 5th day of August, 1983.

Signed, sealed and delivered
in the presence of:

MOBLEY HOMES OF FLORIDA, INC.,
a Florida Corporation


James Churchill

BY: 
TIMOTHY F. MOBLEY,
President

(CORPORATE SEAL)


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared before me TIMOTHY F. MOBLEY as President of MOBLEY HOMES OF FLORIDA, INC., a Florida Corporation, known to me to be the individual who executed the foregoing instrument on behalf of the Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 5th day of AUGUST, 1983.


NOTARY PUBLIC
My commission expires:

Notary Public, State of Florida
My Commission Expires 12-31-85


Return To:
ALLIANCE MORTGAGE COMPANY
P. O. Box 22346
Tampa, Florida 33622

024233 51544

BRIGADOON ON LAKE HEATHER
AMENDED SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE II

KNOW ALL MEN BY THESE PRESENTS:

024235 814

WHEREAS, MOBLEY HOMES OF FLORIDA, INC., a Florida Corporation (the "Declarant"), has heretofore executed and filed a certain Brigadoon On Lake Heather Declaration of Covenants and Restrictions (hereinafter called the "Declaration"), said Declaration dated February 23, 1983 and recorded in Official Records Book 4069, Page 1894, of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration has subsequently been amended by that certain Amendment To Brigadoon On Lake Heather Declaration Of Covenants And Restrictions (hereinafter called the "Amendment"), said Amendment dated March 1, 1983 and recorded in Official Records Book 4072, Page 1276, of the Public Records of Hillsborough County, Florida; and

WHEREAS, Declarant has heretofore executed and recorded that certain Supplementary Declaration of Covenants and Restrictions for Brigadoon On Lake Heather, Townhome Phase II, dated August 5, 1983, and recorded in Official Records Book 4199, Page 557, of the Public Records of Hillsborough County, Florida, which Supplementary Declaration was in error with regard to the lands described therein intended by Declarant to be subjected to the terms of the Declaration, and it is the intention of Declarant that said Supplementary Declaration heretofore recorded shall be cancelled, terminated, released and superseded in all respects by this Amended Supplementary Declaration; and

WHEREAS, said Declaration provides that additional lands within the real property described therein, in Article X, Section 4. thereof, may be annexed, subjected to the terms of the Declaration, and brought within the jurisdiction of the Association, by Declarant, provided that the Federal Housing Administration and the Veterans Administration shall determine that the annexation is in accordance with the general plan heretofore approved by them, or it, as the case may be. A copy of the approval obtained from the Federal Housing Administration is attached hereto as Exhibit "A", and no review or approval has been obtained for the development from the Veterans Administration at the present time; and

WHEREAS, said Declarant desires to annex the lands described herein and to extend the scheme and operative effect of the aforementioned Declaration of Covenants and Restrictions, as amended, to the real property described hereinbelow.

NOW, THEREFORE, in consideration of the premises, the Declarant, MOBLEY HOMES OF FLORIDA, INC., a Florida Corporation, does hereby by the execution and filing of this Amended Supplementary Declaration of Covenants and Restrictions, annex the lands described herein, and extend the scheme and operative effect of the above described Declaration of Covenants and Restrictions, as amended, to the following described real property located in Hillsborough County, Florida, to-wit:

Plat of BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE II, as per the plat thereof recorded in Plat Book 55, Page 15, of the Public Records of Hillsborough County, Florida.

LESS AND EXCEPT THE FOLLOWING:

A portion of Parcel "A" of Brigadoon on Lake Heather Townhome Phase II as per the Plat recorded in Plat book

This Instrument Was Prepared by
V. F. VERNON STINNETT, ATTY.
BROAD AND CASSEL
2629 Lee Road
Winter Park, Florida 32789

INT	REC	FILE	INDEX	SEARCHED	SERIALIZED	FILED

Notary Public
James F. Taylor, Jr.
Notary Public
State of Florida
County of Hillsborough
My Comm. Expires 12/31/84
Notary Seal

RECORDED
INDEXED
FILED
1983 SEP 13
HILLSBOROUGH COUNTY
FLORIDA

This is being recorded to hold nothing back

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

55, page 15 of the Public Records of Hillsborough County, Florida, and being more particularly described as follows: Begin at the Northeast corner of Block 1 of said Brigadeon on Lake Heather Townhome Phase II; thence S. 23°-18'-00"W, 40.00 feet to the Southeast corner of said Block 9; Thence S. 16°-17'-25"E; 49.46 feet to Plat boundary; Thence S. 49°-54'-08"E along plat boundary 90.00 feet to the Westerly right of way line of North Lake View Drive; thence N. 04°-51'-30"E along said Westerly right of way line, 151.99 feet; thence Westerly, 26.39 feet along the arc of a curve to the left, said curve having a radius of 30.00 feet and a chord of N. 62°-37'-43"W, 25.54 feet; thence Westerly 35.02 feet along the arc of a curve to the right, said curve having a radius of 100.00 feet and a chord of N. 77°-47'-32"W, 34.84 feet; thence S. 39°-04'-51"W, 36.55 feet to the Point of Beginning. Containing 0.25 acres more or less.

And said real property is hereby made subject to each and every one of the provisions, including but not limited to the levy of assessments on said real property as set forth in said Declaration of Covenants and Restrictions, as amended, as though said provisions were fully set forth herein and specifically stated herein, and each and every one of said provisions are hereby incorporated herein by this reference to said Declaration of Covenants and Restrictions, and the Amendment thereto.

By execution of this Amended Supplementary Declaration, and recordation of same in the Public Records of Hillsborough County, Florida, the aforescribed Supplementary Declaration recorded in Official Records Book 4199, Page 557, is hereby cancelled and terminated in all respects, and the lands described therein are hereby released to the same effect as if said Supplementary Declaration had never been recorded, and this Amended Supplementary Declaration shall supersede and replace the aforesaid Supplementary Declaration for all purposes.

The undersigned Marcelino Saiz and Ivette Saiz, his wife, Mark J. Cutro and Katherine J. Cutro, his wife, and Richard D. Camacho and Torri L. Camacho, his wife, as owners of units located within said Phase II plat, have joined in the execution hereof solely for the purpose of consenting to this Amended Supplementary Declaration and the amendment and correction of the description of said lands upon which this Amended Supplementary Declaration and the Declaration shall be imposed.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed all as of the 26th day of December, 1983.

Signed, sealed and delivered
in the presence of:

MOBLEY HOMES OF FLORIDA, INC.,
a Florida Corporation

BY: [Signature]
TIMOTHY P. MOBLEY,
President

(CORPORATE SEAL)

#4235 7 816

#4233 71546

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared before me TIMOTHY P. MOBLEY as President of MOBLEY HOMES OF FLORIDA, INC., a Florida Corporation, known to me to be the individual who executed the foregoing instrument on behalf of the Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of December 1983.

Seraldine Williams
NOTARY PUBLIC
State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 8 1984
HONOLD LEW GENERAL INC., UNCORP'ATED

JOINDER AND CONSENT OF UNIT OWNERS

The undersigned, by execution hercof, hereby consent to the foregoing Amended Supplementary Declaration and the terms and conditions thereof.

Signed, sealed and delivered
in the presence of:

Seraldine Williams
W. B. Howell

Marcelino Saiz
MARCELINO SAIZ
Ivette Saiz
IVETTE SAIZ, his wife

STATE OF FLORIDA
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, MARCELINO SAIZ and IVETTE SAIZ, his wife, to me well known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of December, 1983.

Seraldine Williams
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 8 1984
HONOLD LEW GENERAL INC., UNCORP'ATED

Seraldine Williams
W. B. Howell

Mark J. Cutro
MARK J. CUTRO
Katherine J. Cutro
KATHERINE J. CUTRO, his wife

4233 1547

4235 817

STATE OF FLORIDA
COUNTY OF DeSoto

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, MARK J. CUTRO and KATHERINE J. CUTRO, his wife, to me well known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County, DeSoto State of Florida last aforesaid this 24th day of December, 1983.

Richard D. Camacho
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 8 1986
KODOLY JENI GENERAL INS. UNDERWRITERS

Richard D. Camacho

RICHARD D. CAMACHO

Torri L. Camacho

Torri L. Camacho
TORRI L. CAMACHO, his wife

STATE OF FLORIDA
COUNTY OF DeSoto

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RICHARD D. CAMACHO and TORRI L. CAMACHO, his wife, to me well known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of December, 1983.

Richard D. Camacho
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 8 1986
KODOLY JENI GENERAL INS. UNDERWRITERS

4233 1548

4235 818



U.S. Department of Housing and Urban Development
Tampa Service Office, Region IV
Federal Building
703 Tampa Street
P.O. Box 2097
Tampa, Florida 33601

October 13, 1983

4.125
(HRP)

Timothy F. Mobley, President
Mobley Homes, Inc.
202 West Bearss
Suite 210
Tampa, FL 33612

Gentlemen:

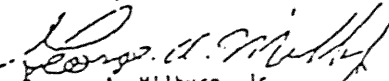
Subject: Brigadoon on Lake Heather
Townhome Phase II
Hillsborough County, FL
HUD File No. 2392

Satisfactory compliance with all items required by Form HUD 92258
has been received and we enclose our final subdivision compliance inspection report.

Flood Insurance will be mandatory on all lots and all finished floor
elevations shall be above the 100 year flood level.

We will now insure home loans on properties meeting commitment
conditions in this subdivision.

Sincerely,


George A. Milburn, Jr.
Acting Manager

cc:
Veterans Administration
Valuation Branch
P. O. BOX 1437
St. Petersburg, FL 33731

RECEIVED OCT 20 1983

Exhibit "A"

BRIGADOON ON LAKE HEATHER

DECLARATION OF COVENANTS AND RESTRICTIONS

OFF. REC. 4069 PG 1894

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), made and entered this 23rd day of February, 1983, by MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the City of Tampa, County of Hillsborough, State of Florida, which is more particularly described as:

NT TAX

PARCEL I:

CURTAX

Plat of BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE I, according to the plat thereof recorded in Plat Book 54, Pages 15-1 to 15-3, Public Records of Hillsborough County, Florida; and

DOC STP

REC

PARCEL II:

REC

Plat of BRIGADOON ON LAKE HEATHER, TOWNHOME PHASE III, according to the plat thereof recorded in Plat Book 54, Pages 32-1, Public Records of Hillsborough County, Florida,

TO

REC CLK

WHEREAS, Declarant has, or may acquire additional real property

in near proximity to said lands, which real property may be annexed by Declarant, subjected to the terms and conditions of this Declaration, and brought within the jurisdiction of the Association, as provided hereinbelow; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community, and for the maintenance of the Common Areas, recreation areas and other common facilities within said properties, and to this end, desires to subject the Properties to the Covenants, Restrictions, Easements, Charges and Liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and each Owner thereof; and

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

Record Verified
James F. Taylor, Jr.
Clerk of Circuit Court
By *[Signature]*
Deputy Clerk

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT
HILLSBOROUGH

This Instrument Was Prepared By:
F. VERNON BENNETT, ATTY.
BROAD AND CASSEL
7409 Lee Road

WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a non-profit corporation, BRIGADOON HOMEOWNER'S ASSOCIATION, INC., the purpose of which will be to exercise the aforesaid functions.

NOW THEREFORE, Declarant hereby declares, that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BRIGADOON HOMEOWNER'S ASSOCIATION, INC., its successors and assigns,

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "Lot", or any "Unit", which is a part of the Properties, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as provided hereinbelow.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All areas shown on any recorded subdivision plat of the Properties, other than any portion thereof included in a Lot, or in a Condominium Property, or in a dedicated road or other dedicated easement where a governmental or other entity has agreed to accept maintenance responsibility.

Section 5. "Condominium Property" shall mean and refer to any portion of the Properties which shall be subjected to the condominium form of ownership, as the term is defined in the Florida Condominium Act, Florida Statutes Ch. 718 (1981).

Section 6. "Lot" shall mean and refer to any dwelling unit site or plot of land shown on a recorded subdivision plat of the Properties, with the exception of the Common Area, or a Condominium Property as the term is defined in the Florida Condominium Act, Florida Statutes Ch. 718 (1981). The word Lot shall include both the platted site or plot of land, and the residence located thereon when same has been constructed.

Section 7. "Unit" shall mean and refer to any condominium unit located within the Properties, as the term is defined in the Florida Condominium Act, Florida Statutes Ch. 718 (1981), and as defined in a Declaration of Condominium submitting a portion of the Properties to the condominium form of ownership.

Section 8. "Declarant" shall mean and refer to MOBLEY HOMES OF FLORIDA, INC., a Florida Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot or twelve (12) or more Units from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Right to Declare Condominiums. Declarant reserves the right, in its sole discretion, to submit all or any portion of such additions to the Properties as may hereafter be brought within the jurisdiction of the Association, as provided hereinbelow, to the condominium form of ownership, and to construct thereon residential condominium units for resale.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a lot or unit Owner for any period during which any assessment against his Lot or Unit remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The right of individual Lot and Unit Owners to the exclusive use of parking spaces as provided in this Article.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Parking Rights. Ownership of each Lot and Unit shall entitle the Owner or Owners thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said Lot or Unit as is reasonably and practically possible, together with the right of ingress and egress to and upon said parking area. The Association shall assign the aforesaid number of automobile parking spaces for each Lot and Unit.

Section 5. Construction and Sales. There is hereby reserved to the Declarant, its designees, successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots or Units, easements over the Common Area for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots and Units within the Properties; provided, however, that such use shall terminate upon the sale of all Lots and Units; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Unit which is subject to assessment.

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

Class A. Class A members shall be all Lot and Unit Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot or Unit owned. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as they among themselves determine and in accordance with the Association's Bylaws, but in no event shall more than one vote be cast with respect to any Lot or Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Lot and Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1989.

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a

continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and a supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot or Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Units, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot and Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot or Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EXTERIOR MAINTENANCE

Section 1. Maintenance and Repair of Lots. Each Lot Owner will: keep that Lot Owner's Lot and the exterior of the improvements thereon in a clean and orderly condition; maintain the lawn and surrounding areas on that Owner's Lot in neat and clean condition; keep the grass cut; keep the Lot free of trash, rubbish and items that would detract from the appearance of the Lots as a whole; keep all doors and windows

in a good state of repair and maintenance; and pay one-sixth of the cost of exterior maintenance, repair and/or rehabilitation of the Building and Garages, whenever the Owners of four of the six Lots in the Tract or Block upon which the Building is located determine that such exterior maintenance, repair and/or rehabilitation is appropriate. If any Lot Owner believes that another Lot Owner is not cleaning, maintaining and repairing that Owner's Lot, and the improvements thereon, in accordance with the foregoing standards, the complaining Lot Owner may submit the complaint to the Association for arbitration. The decision of the Association as to whether or not the demanded cleaning, repair, or maintenance shall be performed shall be binding and final.

Section 2. Exterior Maintenance By the Association. In the event an Owner or Owners of any Lot or Lots in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcels and to repair, maintain, and restore the Lot or Lots and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot or Lots are subject.

Section 3. Maintenance and Repair of Units. Exterior maintenance and repair of the Condominium Units shall be as set forth in the Declaration of Condominium.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration whatsoever thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the

Board of Directors of the Association, or by an Architectural Review Committee (the "ARC") composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board, or the Architectural Review Committee, fails to approve or disapprove such design, location, and plans and specifications within thirty (30) days after they have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Upon request from the Owner, the Secretary of the Association shall issue a certificate to that effect.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot or Unit which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot or Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 3. Signs. No commercial signs shall be erected or maintained on any Lot or Unit at any time, provided, the Owner thereof shall have the right to erect or place upon his Lot, one (1) "For Rent" or "For Sale" sign; provided further, that any such sign shall not exceed four (4) square feet in size, and that the design of any such sign shall be subject to review and approval by the Board of Directors or the Architectural Review Committee as provided in Article VII hereof.

Section 4. Garbage Disposal. Each Lot and Unit shall have receptacles for garbage, so as not to be generally visible from the road, or other garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

Section 5. Trailers. No house or travel trailer, camper, boat trailer, boat, tent, barn, or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently.

Section 6. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association.

Section 7. Temporary Structures. No structure of a temporary character shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to temporary shelters used by the contractor during the construction or repair of the improvements upon the Properties. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 8. Games and Play Structures. No basketball backboards or any other fixed games or play structures shall be located on the Properties, other than in the areas designated for such uses by the Association. Treehouses or platforms of a like kind or nature shall not be constructed on any part of the Lot.

Section 9. Outside Installations. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No outside antenna from radio or television shall be constructed, erected or maintained at any time on any Lot.

Section 10. Clotheslines. No clotheslines shall be placed on the Properties at any time.

Section 11. Window Air Conditioning Units. No window air conditioning units shall be permitted upon the Properties.

Section 12. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on the Properties unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Board of Directors or the ARC. If and when the United States mail service, or the newspaper or newspapers involved, shall indicate a willingness to make delivery to wall receptacles attached to the residence, each Owner, upon the request of the Board of Directors, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 13. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Properties for a period in excess of forty-eight (48) hours. There shall be no major repair performed on any motor vehicle on the Properties. All vehicles shall have current license plates.

Section 14. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, or on the Properties, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 15. Household Pets. No Lot or Unit shall be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. Provided, all household pets shall be kept on a leash when not kept within an enclosed area.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall 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. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any such amendment shall be recorded in the Public Records of Hillsborough County, Florida.

Section 4. Annexation. Additional Lands located in Hillsborough County, Florida, within the real property described as follows:

LEGAL DESCRIPTION -

Part of Section 27, Township 27 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

For a point of reference commence at the Southwest corner of the said Section 27, and run thence N00°48'00"W, along the West boundary thereof, a distance of 2,868.82 feet; thence N89°12'00"E, a distance of 561.08 feet; thence N00°48'00"W, a distance of 28.73 feet; thence N89°12'00"E, a distance of 400.00 feet; thence N53°31'52"E, a distance of 823.69 feet; thence N62°49'41"E, a distance of 603.08 feet to the POINT OF BEGINNING of the tract herein described; thence N17°12'56"W, a distance of 1,115.76 feet; thence N07°13'19"W, a distance of 186.86 feet; thence S89°46'38"E, a distance of 635.93 feet, along the South boundary of Tampa Electric Company right-of-way as recorded in O.R. Book 1183, Page 389, Public Records of Hillsborough County, Florida, to a point on the Westerly right-of-way line of North Lakeview Drive; thence along said Westerly right-of-way line of North Lakeview Drive the following seven (7) courses; (1) S31°28'04"E, a distance of 76.66 feet; thence (2) Southeasterly 285.13 feet along the arc of a curve to the left, having a radius of 405.00 feet and a chord bearing and distance of S51°38'12"E, 279.28 feet; thence (3) Southeasterly 378.66 feet along the arc of a curve to the right, having a radius of 795.00 feet and a chord bearing and distance of S58°09'38"E, 375.09 feet; thence (4)

Southeasterly 260.72 feet along the arc of a curve to the right having a radius of 745.45 feet and a chord bearing and distance of S34°29'45"E, 259.40 feet; thence (5) S24°28'34"E, a distance of 109.11 feet; thence (6) Southerly 382.45 feet along the arc of a curve to the right having a radius of 747.00 feet and a chord bearing and distance of S09°48'32"E, 378.29 feet; thence (7) S04°51'30"W, a distance of 164.60 feet; thence N49°54'08"W, a distance of 90.00 feet; thence N75°38'38"W, a distance of 500.00 feet; thence S75°17'32"W, a distance of 567.85 feet to the POINT OF BEGINNING.

Containing 28.67 acres, more or less.

may be annexed (i.e., subjected to the terms of this Declaration and brought within the jurisdiction of the Association) by the Declarant, without the consent of the members of the Association, within seven (7) years of the date of the recording of this Declaration, provided that the Federal Housing Administration and the Veterans Administration shall determine that the annexation is in accordance with the general plan heretofore approved by them or it, as the case may be. Thereafter, additional residential property may be annexed to the Properties only with the consent of two-thirds (2/3) of the Owners and members of the Association.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

Section 6. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Association. Provided, the Declarant reserves the right to replat any Lots in the Properties, or to submit any portion of the Properties to the condominium form of ownership, prior to their sale, without the necessity of the joinder or approval of the Association or other Owners of Lots in the Properties, subject to review and approval by the Federal Housing Administration or the Veterans Administration as provided hereinbelow. In the event any such replatting results in changing the boundaries of the Common Area, the Association shall deed such portion of the Common Area to the Declarant as is needed to replat the Lots, in exchange for the Declarant deeding an equal amount of acreage to the Association to be held and used as Common Area.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) annexation of additional properties; and
- (b) dedication of Common Area; and
- (c) replatting of any Lots or changing the boundaries of the Common Area; and
- (d) amendment of this Declaration of Covenants and Restrictions.

ARTICLE XI

EASEMENTS

Section 1. Easement for Encroachments. Each Lot and the Common Area shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments for the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easements for Utilities and Services. There is hereby created upon and under each Lot easements for ingress, egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewer, gas, telephone and electricity, and a master television antenna system or cable television. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain wires, circuits and conduits on, above, and under the roofs and exterior walls of structures.

An easement is further granted to all police, fire protection, ambulance, mailmen and deliverymen, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be

installed or relocated on the Lots or Units except as initially programmed and approved by the Declarant or hereafter approved by the Owners of Lots and Units over which lines are proposed. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, each Lot and Unit Owner by acceptance of a deed to a Lot agrees to execute such document.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 23rd day of February, 1983.

"Declarant"

Witnesses:

MOBLEY HOMES OF FLORIDA, INC., a
Florida Corporation

Bonnie Rickberry
[Signature]

BY:

[Signature]
TIMOTHY F. MOBLEY - President

ATTEST: _____

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

SS:

The foregoing instrument was acknowledged before me this 20th day of JAN, 1983, by TIMOTHY F. MOBLEY and _____, as President and _____, respectively, of MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 8, 1985