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Prepared by and Return to
Daniel L. Molloy, Esquire
Molloy, James & Peterson
325 South Boulevard
Tampa, Florida 33606

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

F A W N R I D G E X
A S S O C I A T I O N D E C L A R A T I O N
O F C O V E N A N T S

This Declaration of Covenants is made this 1st
day of March, 1995, by CENTEX
REAL ESTATE CORPORATION, a Nevada corporation authorized to
transact business in the State of Florida ("Centex").

R E C I T A L S

WHEREAS, Centex is the owner of the real property to be known
as Fawn Ridge X in Hillsborough County, Florida, more particularly
described by metes and bounds in Exhibit "A" attached hereto and
incorporated herein by reference; and

WHEREAS, Centex intends to develop said property, or portions
thereof, by the construction of roads, utilities and drainage
facilities for the construction and occupancy of single family
detached residential dwellings as may be permitted by applicable
zoning ordinances; and,

WHEREAS, Centex desires to provide a method whereby portions
of the property shall become committed to the provisions of this
Declaration as they are developed; and

WHEREAS, Centex desires to establish a maintenance association
which will maintain the property owned by such association and such
other property as may be owned by or dedicated to Hillsborough
County lying within the rights-of-way or easements owned by or
dedicated to the County and serving the residents of the property
not being maintained by the County; now

THEREFORE, in consideration of these premises and the
covenants herein contained, Centex hereby declares that henceforth
the property shall be subject to the covenants, restrictions,
easements, reservations and liens herein set forth, which shall be
covenants running with the land and shall be binding upon and inure
to the benefit of Centex and their respective successors and
assigns.

W I T N E S S E T H:

ARTICLE I
DEFINITIONS

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Section 1. "Fawn Ridge X" shall mean and refer to those portions of the real property described in Exhibit "A".

Section 2. "Property" shall mean and refer to the real property described in Exhibit "A".

Section 3. "Assessable Property" shall mean and refer to those portions of the Property that are subject to the payment of maintenance assessments as set forth in the provisions of this Declaration.

Section 4. "Non-Assessable Property" shall mean and refer to those portions of the Property other than Assessable Property.

Section 5. "Association" shall mean and refer to the Fawn Ridge X Maintenance Association, Inc., a Florida not-for-profit corporation to be established for the purposes set forth herein, or the existing Fawn Ridge Maintenance Association, Inc., if the Association is merged with the same.

Section 6. "Subdivision Plat" shall mean and refer to the officially approved and recorded plat of a portion or portions of the Property which become Assessable Property.

Section 7. "Lot" shall mean and refer to a plot of land indicated as such on any Subdivision Plat.

Section 8. "Unit" shall mean and refer to any residential dwelling, including a detached home or attached townhome, situated upon any Lot.

Section 9. "Owner" shall mean and refer to the record owner, where one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 10. "Declarant" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 11. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

Section 12. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way

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landscaping and such other areas lying within dedicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents of Fawn Ridge X.

**ARTICLE II
DEVELOPMENT**

Section 1. Statement of Commitment. Declarant may at any time determine to commit all or any portion of the Property to the covenants requiring the payment of maintenance assessments herein contained as follows:

a. In order to effect the commitment of any Non-assessable Property to this Declaration, Declarant shall execute and record among the official records of Hillsborough County, Florida, a document to be entitled "Statement of Commitment, Fawn Ridge, Village _____" which shall (i) set forth the Declarant's intention to subject the portion of the Non-assessable Property therein described to the covenants established in this Declaration; (ii) contain a complete and accurate legal description of the portion of the Non-assessable Property which is to become Assessable Property; (iii) set forth any additional restrictive covenants, conditions, reservations, easements, rights-of-way or encumbrances Declarant desires to impose upon and burden such Assessable Property; (iv) contain any other matters unique to said Assessable Property desired by the Declarant; and (v) establish the maintenance assessment rate, if any, to be applied to the newly committed Assessable Property.

b. The authority to subject any Non-assessable Property to this Declaration shall be the exclusive right of Centex in its capacity as Declarant, and shall not pass to the successor(s) or assign(s) of Centex unless specifically granted in the deed of conveyance from Centex to such successor(s).

c. Notwithstanding the foregoing, all portion of the Property that are used for residential purposes shall be Assessable Property and shall be subject to the covenants for maintenance assessments herein contained without the necessity of the filing of a Statement of Commitment effective upon commencement of use or occupancy of such Assessable Property for residential purposes.

Section 2. Uses of Assessable Property. The Assessable Property may be used for any purpose permitted by zoning ordinances or other ordinances or regulations imposed by the governmental authorities having jurisdiction thereof. The General Site Plan is

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for illustrative purposes only and the Declarant shall have the right in its sole discretion but subject to the applicable ordinances, regulations and restrictive covenants to modify or deviate from the General Site Plan.

**ARTICLE III
THE ASSOCIATION.**

Section 1. Membership. Every owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from the Ownership of any Unit. Every member shall have the right of all reasonable times during business hours to inspect the books of the Association.

Section 2. Funding. Subject to the terms of this Article III, the Declarant for each Lot owned within the Assessable Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. 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 Lot 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 the successors in title of such Owner unless expressly assumed by them.

Section 3. Annual Assessment or Charge.

a. Units Owned by Parties Other than Declarant. Subject to the terms of this Article, each Lot in the Assessable Properties and each townhome Unit is hereby subject to an initial maintenance charge of not more than \$25 per month or \$300 per annum (until such maintenance charge shall be increased as provided by the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot or Unit within said assessable Properties in advance in monthly, quarterly or annual installments, commencing as to all Lots on which a completed Unit is then located on the conveyance of the first Lot or Unit, by Declarant to an Owner and as to all other Lots and Tracts as of the completion of a Unit thereon. The rate at which each Unit will be assessed,

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and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment. Said rate shall not exceed the maximum rate permitted by the Statement of Commitment or Bylaws and may be adjusted from time to time by said Board of Directors as the needs of Fawn Ridge X may in the judgment of the Directors require. The assessment for each Unit shall be uniform except as provided in Subsection b of this Section 3. The Association shall upon written demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessment has been paid for the assessment period.

b. Units or Lots Owned by Declarant. Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as there is Class B membership as set forth in Section 7, and Declarant hereby covenants and agrees that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit, prorated among all Lots owned by the Declarant, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant pro rate the amounts, if any, so collected.

c. Purposes of Maintenance Fund. The Association shall establish a maintenance fund composed of Owner's annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include by the way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have not obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions

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and conditions effecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen, if any; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Properties neat and in good order, which is considered of general benefit to the Owners or occupants of the Assessable Properties, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments. Notwithstanding the foregoing, the Association, through its Board of Directors may elect not to maintain the esplanades and rights-of-way of streets, roads and boulevards and utility easements within the Common Maintenance areas.

Section 4. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

a. Upon the sale of the first Lot by Declarant to an Owner, a special assessment equal to 12 months' estimated assessment may be assessed which shall be due and payable within sixty (60) days after the date of the conveyance of the first Lot by a Declarant. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be available for all necessary expenditures of the Association.

b. 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 nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in questions.

Section 5. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment

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established hereby and to be levied on individual Lots as above provided, there shall be reserved in each deed by which the Owner (the present and any subsequent owners) shall convey such property, or any part thereof, a Vendor's Lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charged upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6. Voting. The Association shall have several classes of voting membership:

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

b. Class B. Class B members shall be the Declarant who shall be entitled to three (3) votes or each Lot owned by it. The Class B membership shall cease and be converted to Class A membership when the the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or three (3) years after conveyance of the first lot by Declarant, whichever occurs earlier.

c. Suspension. All voting rights of an Owner shall be

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suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article III or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association.

d. Merger. If the Association is merged with the Fawn Ridge Maintenance Association, Inc., the votes of members shall be merged into the votes of members of the new association.

Section 7. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article III shall be sent to all members, or delivered to their residences, association officers or places of business, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If the required quorum is not present at such subsequent meeting, another subsequent meeting may be called subject to the same notice requirement, and the required quorum at such meeting shall be one-half (1/2) of the required quorum of the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum and the quorum requirement at each subsequent meeting shall be one-half (1/2) of the quorum requirement of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**ARTICLE IV
GENERAL POWERS AND DUTIES OF
BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article III above the following:

- a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- b. Care and preservation of the Common Maintenance Area.
- c. The services of a professional person or management firm to manage the Association or any separate portion thereof to

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the extent deemed advisable by the Board, (provided that any contract or management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing partner) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the Manager.

d. Legal and accounting services.

e. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article V.

f. Workers compensation insurance to the extent necessary to comply with any applicable laws.

g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

h. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for

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replacements.

e. To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected (without limiting the generality of the foregoing language, the rules and regulations may provide for limitation on use of common recreational areas, if any, during certain periods by minors, visitors or otherwise).

f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

h. To enforce the provisions of any Statement of Commitment and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

i. To delegate the duty to collect assessments provided for herein to pay for such service.

j. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 3. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE V

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TITLE TO COMMON AREAS

Section 1. Association to Hold. The Association shall assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area. Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the rules and regulations of the Association. The Association may not mortgage or convey any of the common area without the consent of at least two-thirds (2/3) of the Owners.

Section 2. Liability Insurance. From and after the date on which title to any Common Areas vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or the appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

Section 3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatsoever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE VI ARCHITECTURAL REVIEW

Section 1. Architectural Control Committee. A committee to be known as the Architectural Control Committee (the

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"Committee") shall be established consisting of three (3) members.

a. The members of the Committee shall be appointed by the Declarant so long as there is Class B membership. Thereafter the members of the Committee shall be appointed by the Board of Directors.

b. The purpose of the Committee is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Assessable Properties.

c. The Committee shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

Section 2. Scope of Review. No building, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Assessable Property without the prior written consent of the Committee, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article VI.

Section 3. Submission of Plans. Prior to the initiation of construction upon any Lot the Owner thereof shall first submit to the Committee a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the Committee for the performance of its function. In addition the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date.

Section 4. Plan Review. Upon receipt by the Committee of all of the information required by this Article VI, it shall have 30 days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the Committee (i) the improvements will be an architectural style and materials that are compatible with the other structures in the Assessable Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or across platted building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the individual or company intended to perform the work is acceptable to the Committee; and (v) the improvements will be substantially completed, including cleanup, within six (6) months of the date of commencement (twelve 12) months for the construction of a complete

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house). In the event that the Committee fails to issue its written approval within 30 days of its receipt of the last of the materials of documents required to complete the Owner's submission, the Committee's approval shall be deemed to have been granted without further action.

Section 5. Contingent Approval. In the exercise of its sole discretion the Committee may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports or sworn progress reports.

Section 6. Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements such improvements shall be in violation of this Article VI to the same extent as if erected without prior approval of the Committee. The Committee or the Association or any Owner may maintain an action at law or in equity for the removal or correction of all non-conforming structures and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 7. Immunity of Committee Members. No individual member of the Committee shall have any personal liability to any Owner or any other person for the actions or omissions of the Committee if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the Committee or any member thereof arising from acts or omissions of the Committee committed in good faith and without malice.

Section 8. Address for Notice. Requests for Committee approval or correspondence with the Committee shall be addressed to the Fawn Ridge X Architectural Control Committee and mailed or delivered to the principal office of Centex Real Estate Corporation in Hillsborough County, Florida, or such other address as may be designated from time to time by the Committee. No correspondence or request for approval shall be deemed to have been received until actually received by the Committee in form satisfactory to the Committee.

ARTICLE VII EASEMENTS

Section 1. Utility Easements. As long as Class B membership shall be in effect the Declarant hereby reserves the right to grant perpetual nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under

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any portion of the Property for ingress, egress, installation, replacement, repair, maintenance, use and operation for all utility and service lines and service systems, public and private including without limitation cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon transfer of control, the Association shall have the right to grant the easements described herein.

Section 2. Declarant's Easement of Correct Drainage. As long as Class B membership shall be in effect, Declarant hereby reserves a blanket easement on over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

Section 3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area or Common Property or vice-versa caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

Section 4. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein or in the applicable Statement of Commitment or in the event of emergency, the Association shall have the right to enter onto the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry onto the Lot as provided herein shall not be deemed a trespass and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

ARTICLE VIII GENERAL

Section 1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association or the Statement of Commitment, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership

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interest of such Owner, or for damages or injunction, or specific performance, or for the judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rates permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 2. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial forty-year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Hillsborough County, Florida. This Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification or repeal is in writing and property recorded in Hillsborough County, Florida. Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision.

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

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Section 4. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 5. Miscellaneous Provisions. Any provision of the within Declaration or of this Article of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

a. FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) addition of properties, (2) dedication of Common Areas, and (3) amendment of this Declaration.

b. The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material abandonment to the Declaration.

c. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

d. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) by act or omission seek to abandon, partition,

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encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein;

(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

(ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

(iii) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

(iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount no less than one hundred percent (100%) of the insurable value (based on current replacement costs).

e. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 6. Headings. The headings contained in this Declaration are for reference purposed only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 7. Conflicts. In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association or any Statement of Commitment, this Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the date and year first above written.

WITNESSES:

Patricia Kayboush

Patricia Raczkowski

Please Print Name

Centex Real Estate Corporation
5110 Eisenhower Blvd #250
Tampa, Fl 33634

Mikell A. McElroy
BY: Mikell A. McElroy,

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Division President

Amy M. Grossenbacher

Amy M. Grossenbacher
Please Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of March, 1995, MIKELL A. MCELROY and he acknowledged to me that they executed the same for the purposes therein expressed and in the capacity therein stated. He is personally known to me and did (did not) take an oath.

Given under my hand and official seal this 1st day of March, 1995.

My Commission Number:
CC 428497

My Commission Expires: 1-1-99

Patti Raczkowski
NOTARY PUBLIC

State of Florida at large

Patti Raczkowski
Please Print Name



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Exhibit "A"

Fawn Ridge Village X, as described in Plat Book 75, Page 5, of the
Public Records of Hillsborough County, Florida.