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Prepared by and Return to:  
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 V I L L A G E X  
S T A T E M E N T O F C O M M I T M E N T

This Statement of Commitment ("Commitment") is made this 1st day of March, 1995, by Centex Homes Corporation, a Nevada corporation, ("Centex") as the owner of the property herein described.

R E C I T A L S

WHEREAS, Centex is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, Centex has heretofore recorded that certain instrument entitled "Fawn Ridge X Maintenance Association, Declaration of Covenants; and

WHEREAS, Centex desires to subject the property described herein to the covenants, conditions and restrictions of said Declaration of Covenants; and

WHEREAS, it is the further desire of Centex to impose upon the property the additional covenants, conditions and restrictions contained in this Commitment so that the same shall be held and conveyed subject to the terms of said Declaration of Covenants and Commitment; now

THEREFORE, in consideration of the premises and the covenants, conditions and restrictions herein contained, Centex hereby makes the following declarations and commitments

W I T N E S S E T H:

ARTICLE I  
DEFINITIONS

Section 1. "Declaration shall mean and refer to that certain instrument entitled "Fawn Ridge X Association, Declaration of Covenants" dated March 1st, 1995 and recorded in O.R. 7682 Page 1616 of the Public Records of Hillsborough County, Florida.

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**Section 2.** "Association" shall mean and refer to the Fawn Ridge X Maintenance Association, Inc. as created and defined in the Declaration.

**Section 3.** "Property" shall mean and refer to the real property described in Exhibit "A".

**Section 4.** "Committed Property" shall mean and refer to the Property or any other real property that has been subjected to the covenants, conditions and restrictions of the Declaration by a properly recorded Statement of Commitment.

**Section 5.** "Fawn Ridge X" shall mean and refer to those portions of the overall property described in the Declaration which have become Committed Property pursuant to this or any other Commitment.

**Section 6.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those that have such interest as security for the performance of an obligation. Declarant shall be an Owner for the purposes of this Commitment so long as it continued to be the record owner of any Lot within any Committed Property.

**Section 7.** "Lot" shall mean and refer to a parcel or tract of land so designated on the recorded Subdivision Plat of the Property.

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

**Section 9.** "Subdivision Plat" shall mean and refer to the official plat of subdivision of the Property recorded in Plat Book 75, Page 5, of the Public Records of Hillsborough County, Florida, as may be amended or replatted as permitted or required by the governmental authorities having jurisdiction thereof.

**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.

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**Section 12.** "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, esplanade and right-of-way 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 Village X.

**Section 13.** "Commitment" shall mean and refer to this Statement of Commitment, Fawn Ridge, Village X.

**ARTICLE II  
STATEMENT OF COMMITMENT**

Declarant hereby declares that the Property henceforth shall be owned, held and conveyed subject to the covenants, conditions and restrictions contained herein and in the Declaration, the terms of which are incorporated herein by reference, and said covenants, conditions and restrictions shall 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, 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 the Declaration and this Commitment, whether or not mention thereof is made in said deed.

**ARTICLE III  
USED AND OCCUPANCY**

All Lots and Dwellings shall be used and occupied for single family residence purposes. No dwelling shall exceed two and one-half stories (2-1/2) or thirty-five feet (35') in height. Each dwelling shall contain a minimum of 1,200 square feet of air conditioned space on the first floor and shall have a garage designed to accommodate not less than one automobile.

**ARTICLE IV  
PROPERTY RIGHTS**

**Section 1. Owners Easements of Enjoyment.** Every owner shall have a right and easement in and to the Common Maintenance Areas and a right and easement of ingress and egress to, from and through said Common Maintenance Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to establish and publish rules and regulations governing the use of the Common

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Maintenance Areas affecting the welfare of Association members.

b. The right of the Association to suspend the voting rights of a n Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to case two-thirds (2.3) of the votes of the Class A membership and two-thirds (2.3) of the votes of the Class B membership, if any, has been recorded agreeing to such dedication or transfer.

d. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of its grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees or said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents

## ARTICLE V EXTERIOR MAINTENANCE

The Association shall maintain and keep in repair the Common Areas, and the costs thereof shall be part of the Common Expenses. In addition thereto, the Association shall plant, maintain, repair and replace, as necessary, landscaping improvements (including, but not limited to, grade, shrubs, plans and trees) on the Common Maintenance Areas.

Each Owner shall be responsible for the maintenance, repair and replacement of his Lot and the improvements thereon. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot which is required by the foregoing, at reasonable times and in a reasonable manner the Association may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's

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annual assessment and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to the collection of the same as are provided in the Declaration with respect to annual assessments.

## ARTICLE VI USE RESTRICTIONS

**Section 1. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 2. Development Activity.** Notwithstanding any other provision herein, Declarant shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

**Section 3. Temporary Structures.** No structure or a temporary character, including, without limiting the generality thereof, trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently.

**Section 4. Signs.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except, the following:

a. For Sale/Rent. An Owner may erect one sign of not more than nine (9) square feet advertising the property for sale or rent.

b. Declarant's Signs. Signs or billboards may be erected by the Declarant.

c. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election.

**Section 5. Campers, Trucks and Recreational Vehicles.** No campers, vans, pickup trucks, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are full enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by

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the Architectural control Committee, and said vehicles and accessories are in an operation condition. The Architectural Control Committee as designated in the Declaration shall have the absolute and authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said Committee, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

**Section 6. Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept bred, or maintained for any commercial purpose.

**Section 7. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 8. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 9. Parking.** No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas or on any easements.

**Section 10. Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial or institutional purposes.

**Section 11. Building Standards.** No building shall be erected or maintained on any Lot unless it is a dwelling house designed and equipped for occupancy as a private residence by a single family and complies with all applicable standards, including the Zoning Ordinance.

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**Section 12. Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot.

**Section 13. Fences.** No fence shall be erected or maintained on any Lot which shall be in excess of six feet in height. No chain link fences are permitted. No hedges or shrubbery shall exceed a height of six feet. Fences located in front of the front setback line are prohibited, except temporary fences erected by Declarant prior to the sale of a dwelling. All fences shall comply with County regulations and shall be subject to review by the Architectural Control Committee as provided in the Declaration for compliance with the standards set forth in Exhibit "B", unless the Architectural Control Committee waives such requirements based on special circumstances. A fence located along a drainage easement adjacent to a retention pond shall also be restricted to a maximum of four feet in height.

**Section 14. Appurtenances.** No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a dwelling, shall be constructed or allowed to remain without the approval of the Architectural Control Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary-type or reel-type clothes lines may be permitted in the rear yard only. Such clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty feet of a side Lot line. No above-ground swimming pools, storage sheds or outbuildings, screening of front porches or garages, satellite dishes or antennas of any kind, or solar collectors are permitted on any Lot. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed or used on any Lot.

**Section 15. Mailboxes.** The Architectural Control Committee shall approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the standard mailbox design set forth on Exhibit "B".

## ARTICLE VII EASEMENTS

Easements for installation and maintenance of utilities stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Subdivision Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot

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and all improvements contained therein shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority, utility company or the Association is responsible.

All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

## ARTICLE VIII OPERATION, MAINTENANCE AND MONITORING OF DRAINAGE FACILITIES

Section 1. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Developer, accept transfer of the District permit identified as number 490842.04. The conditions of the permit may include monitoring and record keeping schedules, and maintenance.

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

Section 3. The Association agrees to operate and maintain the system, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

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

Section 5. The Association shall at all times properly operate and maintain the systems of treatment and control (and



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related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by the District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by District rules.

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

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under the permit;
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or District rules; and
- d. Gathering of data and information.

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

Section 7. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD).

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

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

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**ARTICLE IX  
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 the Commitment, Declaration, 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 interest of such Owner, or for damages or injunction or specific performance, or for 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 attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, but with a reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the tie 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 in the Declaration 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 of 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 of 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

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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.

**Section 4. 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:

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(i) by act or omission seek to abandon, partition, 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 5. 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 6. 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

**Section 7. Limit of Application.** This statement of Commitment shall affect only the property described in Exhibit "A" and shall not apply to or in any way encumber or affect any other real property within Fawn Ridge Village X.

**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.

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WITNESSES:

Patti Laczkowski

Patti Laczkowski  
Please Print Name

Centex Real Estate Corporation  
5110 Eisenhower Blvd #260  
Tampa FL 33634

Mikell A. McElroy

BY: Mikell A. McElroy,  
Division President

Amy M. Grossenbacher

Amy M. Grossenbacher  
Please Print Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

1<sup>st</sup> The foregoing instrument was acknowledged before me this March 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 1<sup>st</sup> day of March, 1995.

My Commission Number:  
CC428497

My Commission Expires: 1-1-99

Patti Laczkowski

NOTARY PUBLIC,  
State of Florida at large

Patti Laczkowski  
Please Print Name



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**EXHIBIT 'A'**

To the Statement of Commitment, Fawn Ridge, Village X:

Block 1, Lots 1 through 24, inclusive

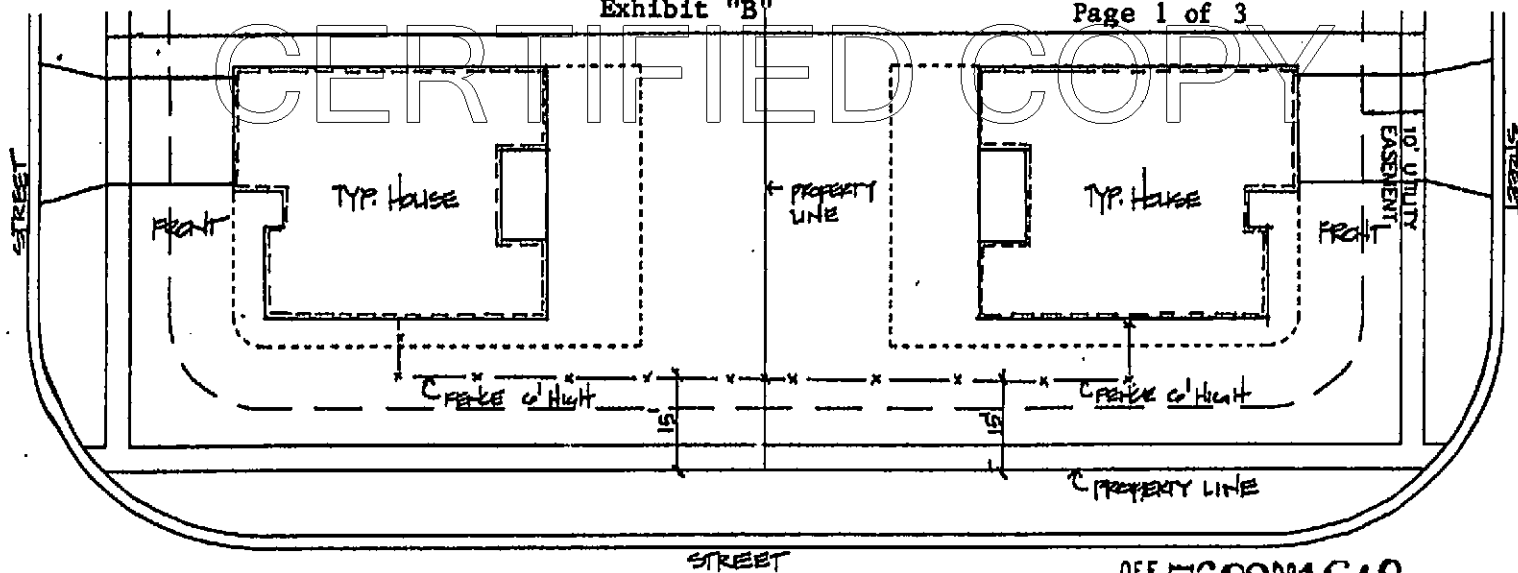
Block 2, Lots 1 through 6, inclusive

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

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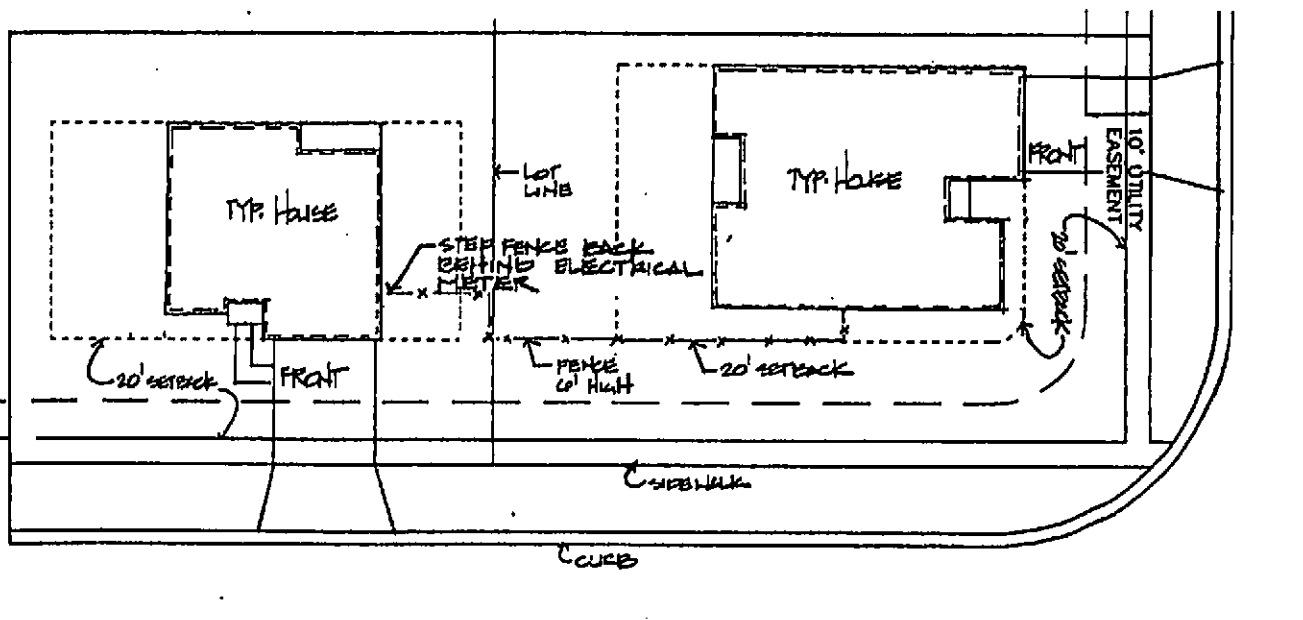
Exhibit "B"

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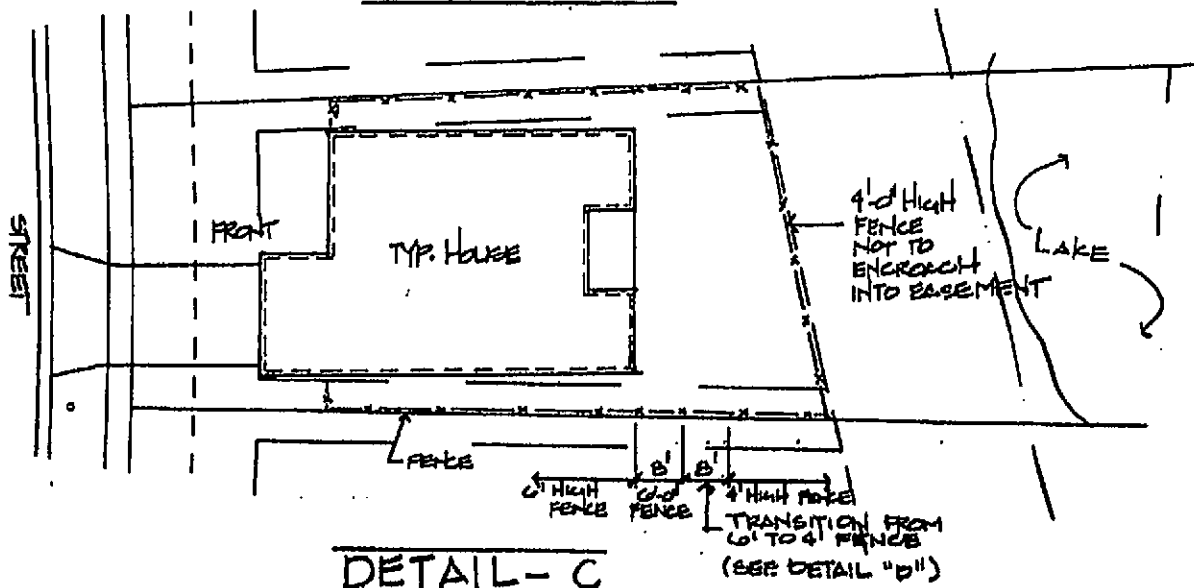


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DETAIL - A



DETAIL - B

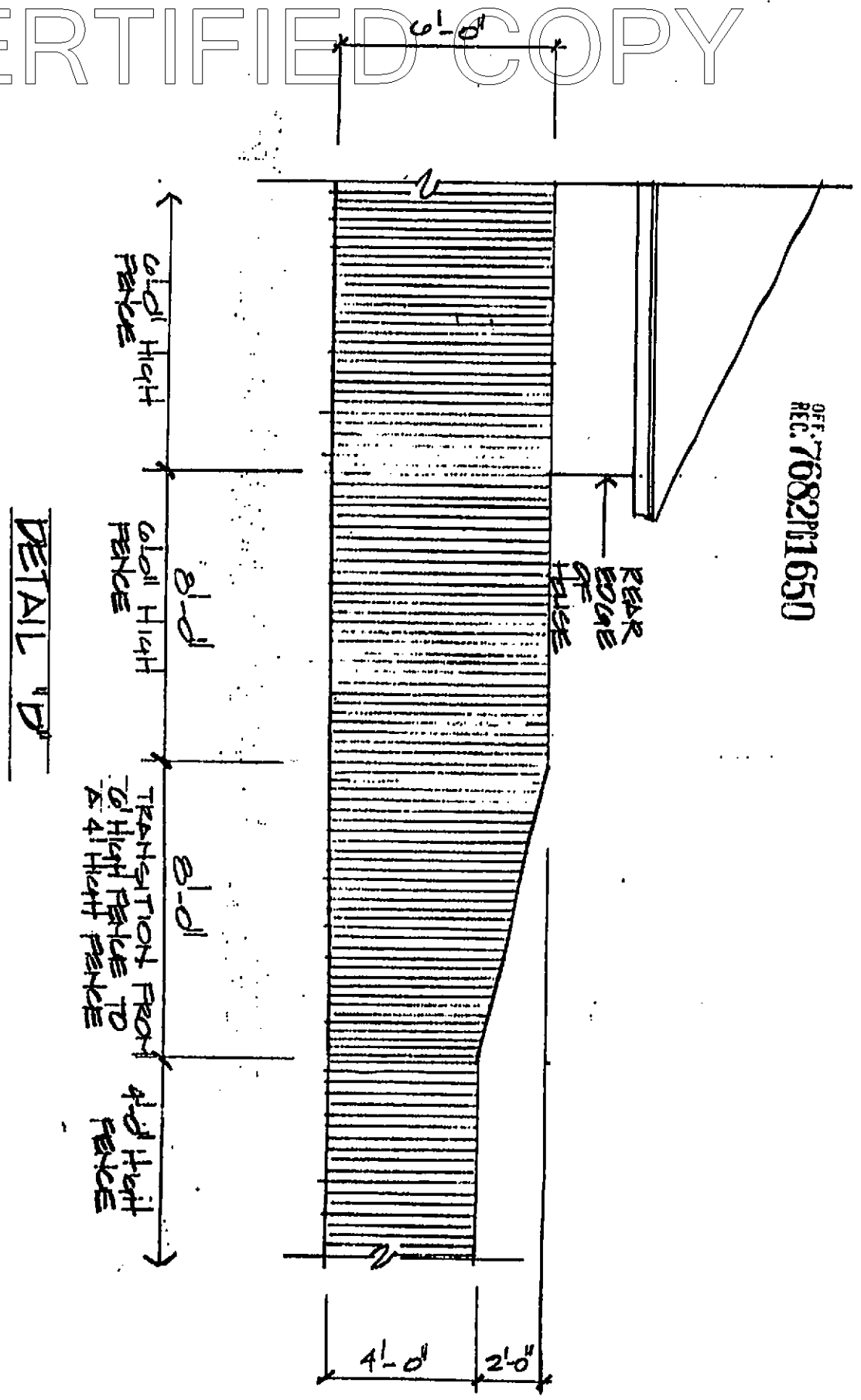


DETAIL - C

4' HIGH FENCE  
6' HIGH FENCE  
6' HIGH FENCE  
TRANSITION FROM 6' TO 4' FENCE  
(SEE DETAIL "D")

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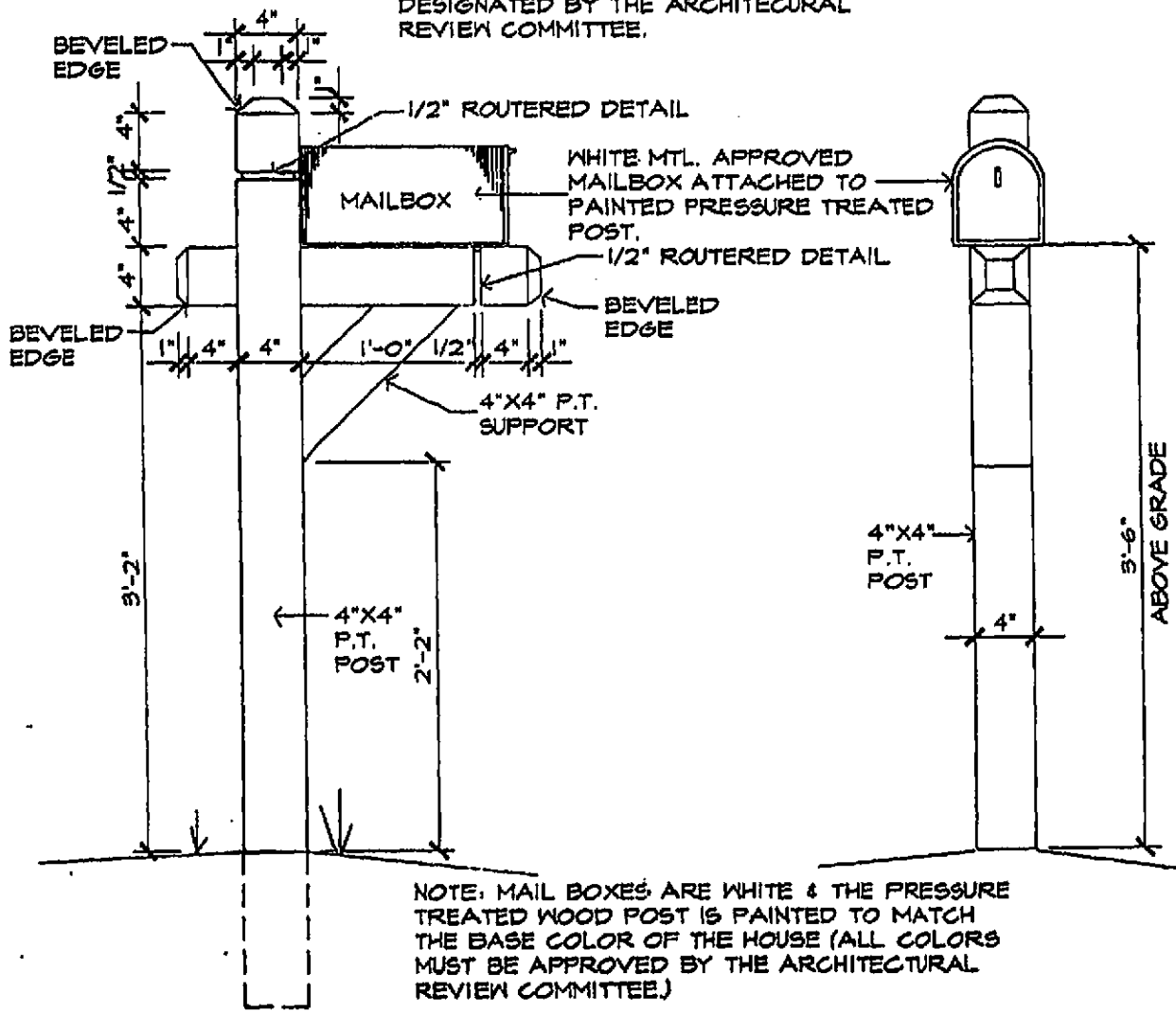
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MAILBOX DESIGN ADOPTED BY THE ARCHITECTURAL COMMITTEE.

APPROVED MAILBOX DESIGN AS DESIGNATED BY THE ARCHITECTURAL REVIEW COMMITTEE.



NOTE: MAIL BOXES ARE WHITE & THE PRESSURE TREATED WOOD POST IS PAINTED TO MATCH THE BASE COLOR OF THE HOUSE (ALL COLORS MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE.)

SIDE ELEVATION

FRONT ELEVATION