

Prepared By and Return To:  
Greenberg Nikoloff, P.A.,  
1964 Bayshore Boulevard, Suite A  
Dunedin, Florida 34698

**CERTIFICATE AS TO  
SECOND RESTATED AMENDED AND RESTATED  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MIRABAY**

WE HEREBY CERTIFY THAT, at a duly called meeting of the Board of Directors of Mirabay Homeowners Association, Inc. ("Association") held on October 30, 2023, the Board of Directors of the Association resolved, for purposes of clarification and convenience, that the Restated Amended and Restated Declaration of Covenants, Restrictions and Easements for Mirabay, originally recorded at O.R. Book 11746, Page 1649 et seq. and Restated at O.R. Book 12837, Page 1725, et seq. and all amendments properly approved up and through October 30, 2023, all of the public records of Hillsborough County, Florida be restated in their entirety and same is attached hereto as **Exhibit "A"** entitled "Second Restated Amended and Restated Declaration of Covenants, Restrictions and Easements for Mirabay".

IN WITNESS WHEREOF, MIRABAY HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Restatement to be executed in accordance with the authority hereinabove expressed this 30 day of October, 2023.

MIRABAY HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

By: [Signature]  
Darrell wheat, as President  
Printed Name

ATTEST:

By: [Signature]  
JAMES BRADLEY MADSEN as Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 30th day of October, 2023, by Darrell wheat, as President and James Bradley Madsen, as Secretary, of MIRABAY HOMEOWNERS ASSOCIATION, INC., and are personally known to me or have produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

**[THIS DECLARATION IS A RESTATEMENT OF THE ORIGINAL DECLARATION RECORDED AT O.R. BOOK 11746, PAGE 1649, ET SEQ., AND RESTATED AT O.R. BOOK 12837, PAGE 1725, ET SEQ., OF THE OFFICIAL RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND INCLUDING ALL AMENDMENTS RECORDED THROUGH OCTOBER 30, 2023]**

**SECOND RESTATED AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MIRABAY**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MIRABAY (hereinafter referred to as "Declaration") is made as of October 30, 2023, by Park Square Enterprises, LLC, a Delaware limited liability company (the "Declarant" or "Park Square").

**BACKGROUND**

Terrabrook filed the Declaration of Covenants, Restrictions and Easements for Mirabay (the "Declaration") in O.R. Book 11746, Page 1649, Public Records of Hillsborough County, Florida. Capitalized terms used in this Amendment and Restatement shall have the same meaning as in the Declaration. Subject to certain limitations contained in said Declaration, Terrabrook, as the Declarant, has the right to amend the Declaration during the Declarant Control Period without the approval of the Association or any Member or mortgagee. Terrabrook, therefore, amends and restates the Declaration so that it, in its entirety, reads as set forth.

Any additional covenants or restrictions contained in a Supplemental Declaration or other imposed by Declarant on particular Lots or group of Lots shall not be modified or replaced. Any additional real property added to the Submitted Property by a Supplemental Declaration recorded by Declarant shall continue to be submitted to the Declaration as amended by this Restated Amended and Restated Declaration of Covenants, Restrictions and Easements for Mirabay.

**Article I  
Definitions**

The following words, when used in this Declaration of Covenants, Restrictions and Easements shall have the following meanings:

1.01 ARC. "ARC" shall mean and refer to the Architectural Review Committee established in this Declaration. Reference in this Declaration to the ARC shall be deemed to include its Sub-Committees with respect to matters within the jurisdiction of that Sub-Committee as delegated to it by the ARC.

1.02 ARC Sub-Committee. "ARC Sub-Committee" shall have the meaning set forth hereinafter.

1.03 Annual Assessments. "Annual Assessments" shall have the meaning set forth hereinafter.

1.04 Antenna. "Antenna" shall have the same meaning set forth hereinafter.

1.05 Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may be amended from time to time.

1.06 Assessment Commencement Date. "Assessment Commencement Date" shall have the meaning set forth hereinafter.

1.07 Association. "Association" shall mean and refer to Mirabay Homeowners Association, Inc., a Florida Not-For-Profit Corporation, its successors and assigns.

1.08 Board. "Board" shall mean and refer to the Board of Directors of the Association.

1.09 Builder. "Builder" shall mean and refer to any owner who is in the business of building homes and who purchases a parcel in the Submitted Property for the purpose of constructing a Dwelling thereon for resale.

1.10 By-laws. "By-laws" shall mean and refer to the By-Laws of the Association, as they may be amended from time to time.

1.11 Canals. "Canals" shall mean and refer to the canals as shown on Exhibit "B" attached hereto.

1.12 Common Property. "Common Property" shall mean and refer to real property (together with any and all improvements now or hereafter located thereon) owned by the Association and all real property easements held by the Association including, but not limited to, Private Streets and Limited Common Property.

1.13 CDD. "CDD" shall mean and refer to any Community Development District having jurisdiction over the Submitted Property.

1.14 Declarant. "Declarant" shall mean and refer to Terrabrook and any Successor Declarant.

1.15 Declarant Control Period. "Declarant Control Period" shall mean and refer to the period from the recording of this Declaration in the public records until (i) ninety (90) days after the date in which ninety (90%) percent of the single family and multi-family homes that are allowed to be built under the development order for the planned unit developer which Declarant intends to develop on the property described in Exhibit "A" have been conveyed to persons other than Declarant, or (ii) such earlier date as Declarant may, at its option, designate by written document signed by Declarant.

1.16 Design Guidelines. "Design Guidelines" shall have the meaning set forth hereinafter.

1.17 Development Area. "Development Area" shall mean and refer to (a) all of the parcels described in Exhibit "A" and (b) any parcel which is wholly or partially located within one mile of any boundary of a parcel described on Exhibit "A", including non-contiguous parcels.

1.18 Development-Wide Standard. "Development-Wide Standard" shall mean and refer to the standard of conduct, maintenance or other activity generally prevailing in the Submitted Property. Such standard may be more specifically determined by the Board and/or by committees required or permitted to be established pursuant to this Declaration or the By-laws. Such determination, however, must be consistent with the standard originally established by the Declarant.

- 1.19 FHA. "FHA" shall mean and refer to the Federal Housing Administration.
- 1.20 HUD. "HUD" shall mean and refer to the Department of Housing and Urban Development.
- 1.21 Initial Submitted Parcel. "Initial Submitted Parcel" shall mean and refer to the parcel described on Exhibit "C" attached hereto.
- 1.22 Lagoon. "Lagoon" shall mean and refer to the lagoon shown on Exhibit "B" attached hereto.
- 1.23 Leasing. "Leasing" shall mean and refer to the regular, exclusive Occupancy of a Residence (or garage apartment where permitted), by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fees, service or gratuity.
- 1.24 Limited Benefit Assignment. "Limited Benefit Assignment" shall have the meaning set forth hereinafter.
- 1.25 Limited Common Property. "Limited Common Property" shall mean and refer to Common Property which Declarant designates in the deed or grant of easement to the Association to be "Limited Common Property".
- 1.26 Lot. "Lot" shall mean and refer to: (i) any lot shown on a subdivision plat filed in the Public Records, which is intended by Declarant to be used for the construction of one Residence and which is within the Submitted Property; and (ii) any condominium unit shown on a condominium plat filed in the Public Records which is intended for occupancy as one Residence and which is within the Submitted Property.
- 1.27 Maintenance Area. "Maintenance Area" shall have the meaning set forth hereinafter.
- 1.28 Member. "Member" shall mean and refer to any member of the Association.
- 1.29 Membership. "Membership" shall mean and refer to the collective total of all Members of the Association.
- 1.30 Mirabay. "Mirabay" shall mean and refer to the planned unit development which Declarant intends to develop on the property described as Exhibit "A".
- 1.31 Occupancy. "Occupancy" shall mean and refer to staying overnight in a Residence for a total of more than thirty (30) days, either consecutively or nonconsecutively, in any year.
- 1.32 Occupant. "Occupant" shall mean and refer to any person in Occupancy of all or any portion of a Residence.
- 1.33 Owner. "Owner" shall mean and refer to the fee simple record owner (including Declarant), whether one or more persons or entities, of any Lot.
- 1.34 Permit 43018838.004. "Permit 43018838.004" shall mean and refer to the SWFWMD Environmental Resource Individual Construction Permit Number 43018838.004 issued January 30, 2001, as it may be amended from time to time.

1.35 Private Street. "Private Street" shall mean and refer to a street conveyed to the Association by Declarant.

1.36 Public Records. "Public Records" shall mean and refer to the public records of Hillsborough County, Florida.

1.37 Residence. "Residence" shall mean and refer to a structure constructed for and intended for use and occupancy as a Dwelling.

1.38 Right of Abatement. "Right of Abatement" shall have the meaning set forth hereinafter.

1.39 Settlement Agreement. "Settlement Agreement" shall mean and refer to the Settlement Agreement entered into between Terrabrook and Save the Manatee Club, Inc. on January 25, 2001.

1.40 Single Family. "Single Family" shall mean and refer to one or more persons related by blood, adoption or marriage, or persons having "familial status." "By blood" shall include only children, grandchildren, grandparents, brothers, sisters, parents, wives and husbands, and no other kinship. "Familial status" shall mean one or more individuals who have not attained the age of 18 years being domiciled with (a) a parent or other person having an individual's legal custody; or (b) the parent's designee or other person having custody, with the parents, or other person's written permission.

1.41 Special Assessment. "Special Assessment" shall have the meaning set forth hereinafter.

1.42 Structure. "Structure" shall mean and refer to: (a) any structure, improvement, or object, the placement of which within the boundaries of any Lot, any easement appurtenant to a Lot, or within the unpaved portions of the street right-of-way adjoining a Lot may affect the appearance of such Lot or right-of-way, including, by way of illustration and not limitation, a Residence or other building or part thereof, garage, porch, shed, tent, gazebo, shack, greenhouse, pool, covered or uncovered patio, swimming pool, pool cage, fence, wall, railroad tie, street-side mailbox, satellite dish, antennae, solar panels, pole, screening, playground equipment, basketball goal, storage bin, curbing, paving, berms, wall, yard sculpture, sign, signboard, boat ramp, or any other temporary or permanent improvement to such Lot, excluding, however: (i) operable vehicles; (ii) items located totally within a Residence or garage and not visible from the outside; (iii) objects on wheels, such as mobile basketball goals, and lawn maintenance equipment which are not attached or affixed to a Lot or Structure and which are easily moved; (iv) Water Fixtures; (v) Watercraft attached to Water Fixtures (for example, boats tied to a dock or wave runners suspended from a hoist). (b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (c) any change in the grade at any point on a Lot of more than six (6 in.) inches, whether or not subsection (b) of this Section applies to such change. The Association shall not have any control or responsibility of any kind or nature whatsoever over the construction, maintenance, modification, or installation of the seawall system or components thereof, or over the construction, maintenance, modification or installation of rip rap.

1.43 Submitted Property. "Submitted Property" shall mean and refer to the Initial Submitted Parcel together with any additional real property as may be subjected to this Declaration in accordance with the provisions hereof.

1.44 Successor Declarant. "Successor Declarant" shall mean and refer to any party or entity that is designated a "Successor Declarant" by Declarant in a document which identifies this Declaration by recording information and is recorded in the Public Records by Declarant, the Successor Declarant shall become the Declarant hereunder and all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being intended that there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.45 Supplemental Declarant. "Supplemental Declarant" shall have the meaning set for hereinafter.

1.46 SWFWMD. "SWFWMD" shall mean and refer to the Southwest Florida Water Management District.

1.47 Traditional Neighborhood Development. "Traditional Neighborhood Development" shall mean and refer to that portion of the Submitted Property which is designated as such by Declarant in a Supplemental Declaration.

1.48 VA. "VA" shall mean and refer to the Veteran's Administration.

1.49 Watercraft. "Watercraft" shall mean and refer to any boat, vessel or watercraft, including but not limited to, a power boat, sailboat, rowboat, paddle boat, waverunner, jet ski, windsurfer, kayak, canoe or other device for transporting a person or materials on the surface of the water.

1.50 Water Fixture. "Water Fixture" shall mean and refer to any device for docking, tying up, suspending, securing, lifting or hoisting a Watercraft on, in or over water, and any improvement which allows a person to walk, stand or sit above the surface of water, including, but not limited to, a dock, pier, gazebo, boathouse, or sun deck or a hoist, lift, tack, davit, bumper or dolphin for a Watercraft; the term shall include any piling or surface located on, in or over water, even if it is not utilized for docking a Watercraft (such as a dock used only for fishing, swimming or lounging); the term shall also include any portion of a Water Fixture which may be located within the boundaries of a Lot, including, but not limited to, supports, boardwalks, and handrails which are an integral part of a dock; however, the term shall not include any seawall system or component thereof operated and maintained by the CDD.

1.51 Water Fixture Guidelines. "Water Fixture Guidelines" shall have the meaning provided in Section 7.07.01 hereof.

1.52 LVW. "LVW" shall mean LVW TAMPA COMPASS POINTE LAND LLC, a Delaware limited liability company, who is the owner of certain Lots within the Development in the Townhomes at Compass Pointe and subject to this Declaration. Except for retail owners contained in 15.13, the rights granted to LVW in these governing documents shall also include LVW subsequent purchasers, successors, or assigns of LVW Lots.

1.53 LVW Lots. "LVW Lots" shall mean the property listed in Exhibit "A" of this Declaration, and any subsequent replat of the land consisting of any, all or part of Exhibit "A" to this Declaration, and any other land that is entitled or owned by LVW in the Development that may be at some point in time annexed into any, all, or part of the LVW Lots or replatted LVW Lots.

Article II  
Initial Submission

Declarant hereby submits the parcel (the "Initial Submitted Parcel") described on Exhibit "C" attached hereto to this Declaration and declares that the Initial Submitted Parcel shall be held, sold and conveyed subject to the covenants, restrictions and easements contained herein which shall run with said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns.

Article III  
Annexation and Future Development

3.01 Additions and Submitted Property. For so long as Declarant owns or has any contractual right to acquire any land in the Development Area, additional real property in the Development Area may be added to the Submitted Property by the Declarant without the consent of the Class A Members or any other party. Such addition may be accomplished by Declarant recording a supplement (herein referred to as a "Supplemental Declaration") to this Declaration (which has been joined in by the owners of the real property to be added if such real property is owned by someone other than Declarant) in the Public Records. Declarant may, at the time Declarant adds land to the Submitted Property, designate the added land as a "Traditional Neighborhood Development", or may impose additional covenants and restrictions on the added parcel. Any additional covenants or restrictions contained in a Supplemental Declaration as contemplated in this section: (a) may be enforced by the parties entitled to enforce the Declaration and by any party owning fee simple title to a Canal or the Lagoon; (b) shall remain in full force and effect for so long as the Declaration remains in effect; and (c) may be amended by the same parties and in the same manner as provided in the Declaration for amendments to the Declaration.

3.02 Annexation to Development Area. Anything in this Declaration to the contrary notwithstanding, for so long as Declarant owns or has any contractual right to acquire any land in the Development Area, Declarant may, without the consent or joinder of any party or entity, amend Exhibit "A" attached hereto to add to Exhibit "A" any other land in Hillsborough County, Florida provided, the land is located within one mile of the nearest boundary of the land then (prior to the addition) included in the Development Area. This additional land may thereafter, at Declarant's option, be added to the Submitted Property in the manner provided above.

Article IV  
Mirabay Homeowners' Association

4.01 Purposes, Powers and Governing Documents of the Association. The Association shall be formed as a non-profit organization corporation for the purpose of performing certain functions for the common good and general welfare of the Submitted Property. The Articles and By-laws must be consistent with this Declaration, and in the event of any conflict between them and this Declaration, the terms and provisions of this Declaration shall govern and prevail. A copy of the initial Articles and By-laws are attached hereto as Exhibit "D". The Articles and By-laws may be amended in the manner set forth in the Articles and By-laws, and such amendments shall not constitute amendments to this Declaration. Amendments to the Articles and By-laws shall not be effective until a copy thereof has been recorded in the Public Records.

4.02 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration. In addition,

Declarant shall be a Member for so long as Declarant owns or has any contractual right to acquire any land in the Development Area.

4.03 Membership Classes and Voting Rights. For purposes of voting, there shall be two classes of Members who shall have the right to cast votes on matters which require a vote of the Membership.

(a) Each Owner of a Lot, with the exception of the Class B Member, shall be a Class A Member. Each Class A Member shall be entitled to one vote for each Lot that Owner owns in fee simple. As additional phases of Mirabay are added to the Submitted Property the number of Lots (and therefore the number of Class A votes) will increase. Where an Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a written document duly executed by such group or entity and delivered to the Secretary of the Association.

(b) The Declarant shall be the sole Class B Member and shall be entitled to twenty (20) votes for each Lot that Declarant owns and one hundred (100) votes for each acre within the Development Area that is owned in fee simple by Declarant if the acre is not a Lot or part of a Lot. The Class B Membership shall cease and be converted to Class A Membership at such time as the Declarant Control Period terminates.

4.04 Termination of Membership. Membership shall cease when a person ceases to be an Owner.

4.05 Voting Procedures. Procedures for voting by Members shall be governed by this Declaration, the Florida Not for Profit Corporation Act, the Articles, and the By-laws.

4.06 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except for decisions, which, by this Declaration or the Articles or By-laws expressly require a vote of the Members or are to be decided by the ARC, the Board shall make all decisions for and on behalf of the Association. Notwithstanding any other language or provision to the contrary of this Declaration or in the Articles or By-laws, Declarant shall have the right to appoint and remove all members of the Board until the end of the Declarant Control Period. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove Directors of the Association as provided in this Section. Upon the expiration of the Declarant Control Period, Declarant's right to appoint and remove Directors of the Association shall automatically pass to the Members, and a special meeting of the Members shall be called at such time. At such special meeting the Members shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts which are binding on the Association at that time.

4.07 Insurance. At all times during the term of this Declaration, the Association, its successors and assigns, shall keep any and all improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Florida with (i) fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost of replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof; and (ii) public liability insurance in such amounts as shall be determined by the Board as appropriate for the type of activities which shall be allowed on the Common Property. Any such policies of insurance shall require that the insured be given thirty (30) days prior written notice of any cancellation of such policies. In addition to the foregoing, the Board, in its discretion, may purchase additional insurance as it deems reasonably necessary, including by way of illustration, director's and



officer's liability insurance, floor insurance, windstorm insurance, and fidelity insurance. The Association may not use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

4.08 Boat Registration. The Association shall have no responsibility for registering Watercraft, or regulating, controlling, or enforcing the use of Watercraft on the Canals or the Lagoons.

4.09 Settlement Agreement and Evergreen Fund. The Association shall not be the Enforcing Authority under the Settlement Agreement. The Association shall have no responsibility with regard to the Evergreen Fund, including the collection of dues, the expenditures of funds, the accounting for funds, the custody of funds, or any other responsibility over the administration of the Evergreen Fund.

4.10 ARC Activities. In other sections of the Declaration the ARC is given power to adopt and amend the Design Guidelines and the Water Fixture Guidelines. The activities conducted by the ARC shall include making inspections to determine compliance and notifying Owners and Occupants of violations within its jurisdiction. If the ARC determines that an Owner or Occupant has committed a violation, the ARC, as appropriate, shall notify the Board of the violation and the Board shall determine the appropriate action to be taken by the Association with respect to the violation. For example, the Board may elect to levy a fine for the violation as hereinafter provided or may elect to have the Association bring a legal action against the offending party to require the offending party to correct the violation.

#### Article V Common Property

5.01 Conveyance of Common Property. The Declarant may from time to time convey to the Association real and personal property or grant easements to the Association to use real property and upon such conveyance or grant the same shall become Common Property. The Association shall be bound to and hereby covenants and agrees to accept from the Declarant all such conveyances or easements as Declarant may, in Declarant's sole discretion, elect to convey or grant. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property conveyed or to be conveyed to the Association. Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Submitted Property owned by the Declarant and designated as Common Property shall be reserved to the Declarant until such time as the same shall be conveyed to the Association. Declarant shall not be required to make any improvements whatsoever to the property to be conveyed and accepted pursuant to this Section.

5.02 Right of Enjoyment. Subject to any conditions, reservations or limitations contained in the conveyance or grant, and subject to limitations provided herein on the use of Limited Common Property and subject to any limitations contained in the conveyance by the Declarant to the Association, every Occupant of a Residence shall have a right to use and enjoy the Common Property for the purpose for which it is intended by the Declarant at the time of said conveyance; provided, however, that no Occupant shall do any act which interferes with the free use and enjoyment of the Common Property by all other Occupants. The right to use and enjoy granted or permitted by this Section is subject to the following Section of this Declaration captioned "Rights of the Association".

5.03 Rights of the Association. The right and privileges conferred in the preceding Section captions "Right of Enjoyment" shall be subject to the right of the Association acting through the Board to:

(a) Promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

(b) Grant easements over Common Property to any governmental body, agency or authority, utility company or cable television system, or any other party the Board, in its sole discretion, elects;

(c) Dedicate or transfer all or any part of the Common Property or interests therein to any governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be determined by the Board, and upon such dedication or transfer same shall cease to be subject to this Declaration so long as it is held by any such governmental body, agency or authority;

(d) Charge reasonable fees in connection with the admission to and use of facilities or services by Owners and other Occupants and persons who are not Occupants; in setting any such fee the Board may establish reasonable classification; the fees shall be uniform within each such classification but need not be uniform between such classifications;

(e) Suspend for a period of time (not to exceed six (6) consecutive months) to be determined by the Board, the right of enjoyment of any Occupant if said Occupant violates any rules or regulations relating to the use, operation and maintenance of the Common Property after written warnings from the Board concerning a prior violation; provided, however, an Occupant's right to use a Private Street shall not be suspended for any period if that Private Street provides ingress and egress to that Occupant's Residence.

5.04 Limited Common Property. At the time of the conveyance of any property or easement by the Declarant to the Association, the Declarant may designate in the deed of conveyance or easement that such property is to be a Limited Common Property. If the property is to be a Limited Common Property, Declarant shall also designate in the deed of conveyance or easement that portions of the Submitted Property to be served by that Limited Common Property, and in such event, such property shall not, without the prior written consent of the Declarant, be used to serve other portions of the Submitted Property. Declarant may, in the conveyance or easement to the Association, reserve to itself the right to, in the future: (a) amend the designation of the portions of Submitted Property to be served by that Limited Common Property, and/or (b) designate additional Submitted Property to be served by that Limited Common Property.

5.05 Private Street. A street conveyed to the Association by Declarant shall be a Private Street until such time as the Association may dedicate same to the public or convey it to the CDD, at which time it shall cease to be a Private Street. (Nothing contained in this Declaration shall be interpreted as prohibiting the CDD from owning and operating its streets as "private" if it elects to do so). Private Streets may also be Limited Common Property if Declarant so designates in the deed conveying it to the Association. With respect to Private Streets which are Limited Common Property, each Owner and Occupant in the portion of the Submitted Property designated by Declarant to be served by that Private Street, their guests, invitees, residents, and visitors shall have a perpetual and nonexclusive ingress and egress easement over those streets. With respect to Private Streets which are not Limited Common Property, each Owner and Occupant in the Submitted Property, their guests, invitees, residents, and visitors shall have a perpetual and nonexclusive ingress and egress easement for pedestrian and vehicular traffic over said Private Streets. The Association, the CDD, the Declarant, all Builders, Hillsborough County, SWFWMD, fire, police, health, emergency, utility providers, sanitation (including trash collection) and other public service entities and their contractors, subcontractors, agents, employees,

vehicles and equipment shall have and are hereby granted a perpetual easement for ingress and egress over and across all Private Streets.

5.06 Security and Entry Gates. By acceptance of a deed to a Lot each Owner: (a) acknowledges that the Submitted Property or portions thereof may have one or more gates at various entrance locations to assist in attempting to limit access to the Submitted Property, or certain portions thereof, to the residents therein and their invitees; (b) acknowledges and agrees, however, that such gates may be open during the hours in which Declarant determines that Declarant, Builders, subcontractors, realtors or potential buyers need access for the development of Mirabay and the construction and sale of Residences (after Declarant notifies the Board of Directors and said other parties no longer need such regular access, the Board will determine the hours, if any, for which a gate will be open); (c) acknowledges and agrees that a gate does not guarantee the personal safety of Occupants or security of their property; (d) agrees that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass and criminal acts; and (e) and releases Declarant from liability related to the gates.

5.07 Maintenance. The Association shall maintain Common Property in good repair. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. In addition, the Association may, to the extent permitted by the applicable governmental authority, maintain grass and other landscaping located along or in dedicated rights of way if such grass or landscaping was installed and maintained by Declarant and not maintained by the CDD or Hillsborough County, Florida. The foregoing maintenance shall be performed consistent with the Development-Wide Standard. The Association shall also have the right, but not the obligation, to operate, manage, maintain, and provide services for other property not owned by the Association, whether located within or without the boundaries of Mirabay, and to enter into operation, management, or cost sharing agreements regarding such property where the Board has determined that this would benefit Owners. For example, the Association may enter into an agreement with the CDD under which the Association manages or operates property owned by the CDD.

5.08 Easements. The Declarant, its agents, employees, contractors, subcontractors and designees shall have and are hereby granted perpetual non-exclusive easements over, under and across any and all Common Property for ingress and egress for pedestrian and vehicular traffic and for installation, construction, maintenance and operation of improvements of whatever kind Declarant may, in its sole discretion, determine are appropriate. In addition, Declarant, its agents and employees, contractors, subcontractors and designees shall have and are hereby granted perpetual non-exclusive easements for ingress and egress for pedestrian and vehicular traffic and for installation, construction, maintenance and operation of improvements of whatever kind Declarant may, in its sole discretion, determine are appropriate over, under and across any property which is conveyed to a sub-association (as opposed to the Association) even through such property is not owned by the Association (and is therefore not Common Property as defined in this Declaration. Such easements shall be deemed automatically reserved in any deed from the Declarant to the Association of any Common Property and any deed from Declarant to a sub-association. In addition, Declarant reserves itself the right, before or after the Association or sub-association takes title, to designate additional parties that may utilize and enjoy the easements provided in favor of Declarant in this paragraph.

#### Article VI Assessments

6.01 Covenant for Assessments and Personal Obligations. Each Owner other than Declarant, by acceptance of a deed for a Lot, agrees to pay to the Association the assessments levied by the Association on the Owner's Lot, which come due while such person or entity is the owner. In a

voluntary conveyance, the grantee (excluding, however Declarant) shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of conveyance, without regard to any right and grantee may have to recover from the grantor the amount paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by abandonment of the Lot. Assessments not paid in full when they are due shall bear interest at the highest lawful rate from the due date until paid. The Association shall be entitled to recover from an Owner who fails to timely pay an assessment the Association's attorney's fees (at both trial and appellate level) and costs incurred by the Association in collecting same. If an assessment is payable in installments as determined by the Board, and if an Owner is in default in the payment of an installment or any part thereof, the Board of Directors may accelerate that Owner's remaining installments for the calendar year, whereupon the unpaid balance of the assessment for the remainder of the calendar year shall become due. The Association's acceptance of any partial payment of an assessment shall not be deemed a waiver of the Association's right to enforce the full assessment.

6.02 Lien for Assessments. The Association shall have a lien on each Lot to secure any unpaid assessment on such Lot, which lien shall also secure interest accrued on the assessment, reasonable attorney's fees (at both trial and appellate levels), and costs incurred by the Association in collection of same. The Association may file a claim of lien in the Public Records, which shall be signed by an officer or agent of the Association, and shall state the description of the Lot, the name of the record Owner and the dates upon which such amounts became due. The Association may foreclose the lien for an unpaid assessment in the same manner that a mortgage of real property is foreclosed and may also recover at law a money judgment for the assessment without waiving its right under any claim of lien.

6.03 Priority of Mortgages. If a bona fide first mortgage on a Lot is recorded in the Public Records prior to the recording of a claim of lien securing an assessment, and the holder of that mortgage acquires title to the Lot as a result of the foreclosure of that mortgage or by deed given in lieu of foreclosure, or in the event another person or entity acquires title to the Lot at the foreclosure sale resulting from the foreclosure of that mortgage, any such acquirer of title, and his successors and assigns, shall not be liable for the assessments or installment of assessments on that Lot which became due prior to such acquirer's acquisition of title and such previously due assessments or installments shall no longer be secured by a lien on the Lot. However, any such foreclosure or transfer made in lieu of foreclosure shall not relieve the acquirer of title from liability for, nor relieve the Lot so acquired, from the lien of any assessment installments which become due after such acquisition of title. Notwithstanding anything contained herein to the contrary, the prior Owner of any Lot sold or transferred pursuant to any such foreclosure shall not be released from liability to the Association for any outstanding assessments, or from the enforcement of the prior owner's personal obligation for outstanding assessments.

6.04 Assessment Commencement Date. The Assessment Commencement Date shall be the date upon which a Lot is conveyed by Declarant to an Owner other than a Successor Declarant. When the Assessment Commencement Date for a Lot falls on a day other than January 1, the assessment for that Lot shall be prorated for the calendar year of that Assessment Commencement Date so that the Owner pays assessments for that year which is proportionate to the number of days remaining in that calendar year, which prorated payment shall be due on a date determined by the Board.

6.05 Annual Assessment. The Association, acting by and through its Board may levy annual assessments (the "Annual Assessments") for the purpose of providing for the common good and general welfare of its Members and the expenses of construction, improvement, maintenance, equipping, operation, owning and insuring of Common Property, operating the Association, taxes on Common Property, enforcement of this Declaration and any guidelines, rules, or regulations referenced herein or adopted pursuant hereto, payment of principal and interest on debts owed by the Association, for purposes otherwise provided for in this Declaration or reasonably contemplated by this Declaration, and for other

reasonable purposes approved by the Board which the Board, in its discretion, determines are a benefit to all the Lots or the owners as a whole. The Annual Assessment may also include the costs of any common yard maintenance program instituted by the Board unless the Board determines the program significantly benefits some Lots more than others (in which case the cost of such a program shall be assessed as a Limited Benefit Assessment). The Annual Assessment shall commence against a Lot subject to it on the Assessment Commencement Date and shall be prorated for the year in which the Assessment Commencement Date falls. Until the January 1 immediately after the recording of this Declaration, the Annual Assessment shall be \$100 per Lot. Commencing January 1 immediately after the recording of this Declaration, the Annual Assessment may annually be increased by the Board. Increases to the Annual Assessment shall not be made at a Board meeting unless the notice of the meeting includes a statement that an increase to the Annual Assessment will be considered. Increases over the prior year's Annual Assessment by more than ten (10%) percent shall require approval of the Class A Members. Increases of no more than ten (10%) percent above the Annual Assessment from the previous calendar year shall not require approval of the Class A Members.

6.06 Limited Benefit Assessments. The Association, acting by and through its Board may levy limited benefit assessments (the "Limited Benefit Assessments") for the purpose of paying expenses of the Association of: (a) construction, improvement, maintenance, equipping, operation, owning and insuring of Limited Common Property; and (b) other activities of the Association which are intended to benefit only some of the Lots or which are intended to materially benefit some Lots more than others, as determined by the Board in its discretion. A Limited Benefit Assessment shall commence against a Lot subject to it on the Assessment Commencement Date and shall be prorated for the year in which the Assessment Commencement Date falls. A Limited Benefit Assessment shall not be levied at a Board meeting unless the notice of the meeting includes a statement that a Limited Benefit Assessment will be considered and the nature of the Limited Benefit Assessment. The Board may, in its discretion, elect to have a common maintenance program for docks and/or other Water Fixtures. If it does so, the cost of such common maintenance program shall be assessed against the Lots benefitted as a Limited Benefit Assessment in proportion to the benefit provided to those Lots as determined by the Board in its discretion.

6.07 Special Assessments. The Association, acting by and through its Board, may levy, special assessments (the "Special Assessments") for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the costs of any construction, reconstruction, repair or replacement of any improvement on Common Property other than Limited Common Property. Special Assessments may be levied by the Board in any calendar year without the vote of the Members; however, Special Assessments may not be levied at a Board meeting unless notice of the meeting includes a statement that a Special Assessment will be considered and the nature of the Special Assessment. Special Assessments against any Lot in the aggregate for a calendar year shall not exceed an amount equal to the Annual Assessment against that Lot then in effect. Special Assessments exceeding said amount must be approved by the Class A Members.

6.08 Assessment Procedure. The Board shall annually adopt a budget and establish the Annual Assessment and Limited Benefit Assessments for each calendar year. The budget shall list the estimated expenses for the year and may, in the Board's discretion, contain reserves for future repair and replacement of the Common Property. The Board shall not be required to include reserves in any budget but instead may determine to pay future replacement costs by Special Assessments to be set in the future. The Board shall cause the Association to send to each Owner at least thirty (30) days advance notice of any increase in the Annual Assessment and Limited Benefit Assessment and of any Special Assessment before such assessment shall become due. The Board may establish reasonable payment procedure to allow or require payment of the assessments in installments.

6.09 Rate of Assessment. Both Annual and Special Assessments shall be assessed equally at a uniform rate for all Lots (except Lots owned by Builders or Declarant as more specifically hereinafter provided). A Limited Benefit Assessment for costs associated with a particular Limited Common Property or Association activity shall be assessed among the Lots intended to be benefitted by that Limited Common Property or activity (except for Lots owned by Builders or Declarant as more specifically hereinafter provided) in proportion to the benefit available to those Lots as determined by the Board in its discretion. For example, if a Limited Common Property is intended to serve and is open for use only by Occupants in one neighborhood of the Submitted Property, the expense of said Limited Common Property shall be assessed equally against all Lots (except Lots owned by Builders or Declarant as more specifically hereinafter provided) in that neighborhood. In determining whether a Limited Common Property or an Association activity benefits or is intended to benefit a Lot, and in determining the proportion in which that Lot is benefitted, the identity, age, or characteristics of the Owner and Occupants of the Lot shall not be considered; for example, if a pool and cabana is available for use only by Occupants in a particular neighborhood, the cost of operating and maintaining said pool and cabana shall be assessed against all of the Lots in that neighborhood equally, even though some of the Owners or Occupants of Lots in that neighborhood may not be able or may not elect to swim and therefore do not use the pool and cabana.

6.10 Rate Discount for Builders. Anything in this Declaration to the contrary notwithstanding, until the month in which a certificate of occupancy is issued for a Residence on the Lot, a Lot owned by a Builder shall only be subject to assessments equal to fifty (50%) percent of the regular Annual Assessment payable on a Lot which is not owned by either the Declarant or a Builder and the Builder's Lot shall not be subject to any other assessments (including, but not limited to, Limited Benefit Assessments and Special Assessments). Once a certificate of occupancy is issued for a Residence on the Lot, the Lot shall be subject to the regular assessments (Annual, Special and Limited Benefit). The level of assessments applicable to Lots owned by a Builder is in recognition of the fact that these Lots are in a different class based upon the state of development thereof (i.e., the Residence being constructed thereon are not completed) and the level of service provided by the Association to the Owner of the Lot (i.e., there is no Occupant of the Residence and therefore the level of service is reduced).

6.11 Lots Owned by Declarant. Anything in this Declaration to the contrary notwithstanding, during the Declarant Control Period, Declarant may elect for each calendar year to obligate itself to pay any deficit between the assessments actually collected by the Association from the Lots subject to assessments and the expenses actually incurred by the Association. If Declarant elects to obligate itself to pay said deficit for a calendar year, Lots owned by Declarant shall not be subject to any assessments (Annual, Limited Benefit or Special) for that calendar year and Declarant shall be excused from paying any assessments on those Lots. If Declarant does not elect to obligate itself to pay said deficit for a calendar year, Lots owned by Declarant shall be subject to an assessment equal to twenty-five (25%) percent of the regular Annual Assessment levied against Lots which are not owned by either Declarant or a Builder, but shall not be subject to any other assessments (Special or Limited Benefit). Declarant hereby obligates itself to pay said deficit for the calendar year 2002. This election and obligation shall continue in effect for calendar year 2003, and for each calendar year thereafter unless and until Declarant notifies the Board in writing at least thirty (30) days prior to the beginning of a calendar year that Declarant has elected to terminate its obligation to pay deficits of the Association. The level of assessments applicable to Lots owned by the Declarant is in recognition of the fact that these Lots are in a difference class based upon the state of development thereof (i.e., the Lot is vacant) and the level of service provided by the Association to the Owner of the Lot (i.e., the level of service is minimal).

6.12 Certificate of Payment. Upon written request by an Owner, the Association shall, within a reasonable period of time, issue and furnish to such Owner a written certificate stating whether all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot, or if

all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

Article VII  
Architectural Control

7.01 Architectural Review Committee – Creation and Composition. The Architectural Review Committee (the “ARC”) shall consist of not less than three (3) or more than five (5) individuals, provided, however, that the ARC shall always have an uneven number of members. Declarant shall appoint and remove (without cause) all members of the ARC so long as Declarant owns or has any contractual right to acquire any land in the Development Area. Once Declarant no longer owns or has any contractual right to acquire any land in the Development Area, the Board shall appoint and remove (without cause) the members of the ARC. Members of the ARC appointed by Declarant shall serve until removed by Declarant. Members of the ARC appointed by the Board shall be appointed for a calendar year term or until a successor has been appointed, whichever is later. If any vacancy shall occur in the membership of the ARC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ARC shall continue to act and such vacancy shall be filled by the Declarant (or the Board if at the time the Board has the right to appoint members of the ARC). ARC members are not required to be Members of the Association and may be employees or agents of Declarant.

7.02 Purpose of the ARC. The purpose of the ARC is to assure that the installation, construction, alteration or location of any Structure: (i) is in conformity with and harmony with the Development Wide Standard and the Design Guidelines, and (ii) is in harmony with surrounding topography and surrounding Structures. The ARC shall prepare additions or modifications to the Design Guidelines as directed by the Board of Directors.

7.02.01 Water Fixtures. In addition to the purposes set forth in Section 7.02 above, the ARC shall also be empowered to: (i) approve or disapprove the installation or modification of any Water Fixture based on the Aesthetic Features of Water Fixtures, (ii) make recommendations to the Board regarding any adoption, addition or modification to the Design Guidelines as they relate to the Aesthetic Features of Water Fixtures, and (iii) determine whether there is compliance with the Design Guidelines as they relate to the Aesthetic Features of Water Fixtures. It is the intent of this paragraph that the jurisdiction of the ARC over Water Fixtures is specifically limited to their Aesthetic Features as the term is defined in paragraph 7.03.02 below.

7.03 ARC Approval Required. Each Owner shall submit detailed plans and specifications (including color and materials) to the ARC prior to the construction of any Structure on any Lot within the Submitted Property or contiguous thereto. Unless plans and specifications for a Structure on a Lot have been approved by the ARC as provided in this Article, no Structure shall be constructed, placed, moved onto or permitted to remain on any Lot or on or over any Canal/Lagoon, or other water way within the Submitted Property or contiguous thereto. The Structure as built or installed on the Lot must comply in all respects with the plans and specifications approved by the ARC. Once a Structure has been built or installed on a Lot in compliance with plans and specifications approved by the ARC, no alteration to the exterior of the Structure (including homes, garages, and attachments thereto) or to its windows or exterior doors shall be made unless detailed plans and specifications for the alteration have been approved in advance by the ARC (or a sub-committee established by the ARC). Alterations requiring ARC approval shall include, but not be limited to, addition or alteration of a film on a window, addition or alteration of awnings, shutters, storm doors, screens, screen doors, security doors, security windows, porches, or sky lights, and any other change to the outside appearance of a home or other

Structure. An Owner will be permitted to repaint the exterior of Structure (including the home) on a Lot provided paint with color identical to the original color of the Structure is utilized. Any alteration of the color of the exterior of Structure on a Lot shall require advance submission to and approval by the ARC (or its sub-committee). An Owner will be permitted to re-roof a Structure on his or her Lot provided the shingles utilized are identical (in color, grade, style, and manufacturer) to the original shingles. Any substitute shingles shall be submitted to and approved in advance by the ARC (or its sub-committee). No alteration of the color, design, appearance or surface of a driveway (from the originally installed on a Lot by the home builder) shall be made without submitted of detailed information regarding the alteration to the ARC (or its sub-committee) and advance written approval by the ARC (or its sub-committee).

7.03.01 Water Fixtures. All Water Fixtures, including, but not limited to docks, shall require approval of the ARC prior to installation or modification of the Water Fixture, for purposes of confirming that the Aesthetic Features thereof conform to the Water Fixture Guidelines. Any installation or modification to a dock or other Water Fixture that deals with Aesthetic Features shall require approval by the ARC prior to such installation or modification being made.

7.03.02 Aesthetic Feature. An Aesthetic Feature of a Water Fixture, including but not limited to docks, is the color, kind of material, or texture of the Water Fixture, and the placement and intensity of lighting on the Water Fixture. No vertical projections including but not limited to walls, screens, lattice work, columns, roofs, or canopies, shall be installed on any dock. A device for the docking, tying up, suspending, securing, lifting or hoisting a Watercraft on, in or over water shall be considered a vertical projection, but such a device shall be subject to ARC approval based upon the device's Aesthetic Features.

7.04 Declarant and CDD Exemption. Anything in this Article or elsewhere in this Declaration to the contrary notwithstanding: (a) land (including, but not limited to, Lots) owned by the Declarant or the CDD shall be exempt from jurisdiction of the ARC so long as it is owned by either the Declarant or the CDD; and (b) Structures installed by or on behalf of the Declarant or the CDD anywhere within the Submitted Property shall not require approval by the ARC, nor shall any alteration to same be or on behalf of the Declarant or the CDD require such approval. However, any Owner making improvements or alterations to the right-of-way or road verge adjacent to an Owner's Lot which is owned or controlled by the Declarant, CDD, and/or County must seek ARC approval for same in addition to any approved required by the Declarant, CDD and/or County. In addition, no Owner is relieved of any obligation imposed by this Declaration on the Owner for the maintenance of right-of-way and road verge adjoining the Owner's Lot, whether such right-of-way or road verge is owned by the Declarant, CDD or County.

7.05 ARC Sub-Committees. The ARC may establish committees (the "ARC Sub-Committees") to exercise any and all of the powers granted to the ARC by this Declaration, and to perform any or all of the duties granted to the ARC by this Declaration. For example, the ARC Sub-Committee such as a "Modifications Sub-Committee" may be created to review and approve or reject plans and specifications for proposed modifications to existing Structures. A separate ARC Sub-Committee such as a "New Construction Sub-Committee" may be created to review and approve or reject plans and specifications for proposed new construction. Members of ARC Sub-Committees shall be appointed by the ARC and may be removed at any time without cause by the ARC. The number of members on an ARC Sub-Committee shall be determined by the ARC and may be increased or reduced at any time by the ARC. Members of ARC Sub-Committees may, but are not required to, be Members of the Association and may be employees or agents of Declarant. The powers and duties of any ARC Sub-Committee may be expanded, contracted, or modified by the ARC and any ARC Sub-Committee may be dissolved by the ARC. An ARC Sub-Committee shall act as the agent of the ARC with respect to powers and duties delegated to it by the ARC and shall be authorized to exercise the full authority of the ARC



with respect to those powers and duties as may be specified by the ARC. The action of an ARC Sub-Committee with respect to the matters over which it has jurisdiction shall be final and binding upon the ARC and upon any applicant for an approval, permit or authorization.

7.06 Operations of the ARC and ARC Sub-Committees. The ARC and each ARC Sub-Committee shall establish the time, date and place of its meetings as it, in its discretion may deem reasonably necessary. Notice of meetings of the ARC or an ARC Sub-Committee shall be given to each ARC or ARC Sub-Committee member by telephone, fax, e-mail, mail or in person. Notice of a meeting need not be given to any member of the ARC or ARC Sub-Committee who signs a waiver of notice either before or after the meeting. Attendance of a member of the ARC or ARC Sub-Committee at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all obligations to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ARC or an ARC Sub-Committee, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of members of the ARC or an ARC Sub-Committee present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ARC or ARC Sub-Committee. In the absence of a quorum, any member of the ARC or ARC Sub-Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present.

7.07 Design Guidelines. The Board of Directors shall from time to time adopt, promulgate, amend and revoke guidelines (the "Design Guidelines") for the purpose of: (a) governing the form and content of plans and specifications to be submitted to the ARC or ARC Subcommittees for approval; (b) governing the procedure for such submission of plans and specifications; (c) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures, landscaping to accompany the construction or alteration of any Structure, preservation of trees and other natural resources, setbacks, and the design, location and uses of driveways, fences and walls; (d) establishing guidelines governing the location, parking and storage of property which is not a "Structure" on Lots such as operable vehicles, mobile basketball goals, and mobile play or sporting equipment. The Board, in its discretion and for its consideration, may direct the ARC to prepare additions or modifications to Design Guidelines. No such direction of the Board to the ARC shall require the Board to adopt what the ARC prepared. The ARC or an ARC Sub-Committee shall determine if violations of the Design Guidelines have occurred and shall make recommendations to the Board concerning enforcement actions against the offending party. The Board of Directors shall have concurrent power with the ARC and an ARC Sub-Committee to determine if violations of the Design Guidelines have occurred, and in the event of a conflict, then the Board of Director's determination will control.

7.07.01 Standards and Guidelines for Docks and other Water Fixtures. The Board of Directors shall have the exclusive power to establish, amend, and delete standards and guidelines regulating the Aesthetic Features of Water Fixtures (the "Water Fixture Guidelines"). Anything in this Declaration to the contrary notwithstanding, the Board of Director's jurisdiction over the permissible Aesthetic Features of docks and other Water Fixtures shall be exclusive and shall supersede the jurisdiction of the ARC.

7.08 Approval of Plans and Specifications. Approval of plans and specifications for improvements or features on any Lot shall not be deemed a waiver of the ARC's right, in its discretion, to disapprove similar plans and specifications or features (or elements included therein) if subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Structure on a particular Lot, however, shall be effective as to that Structure on that Lot

and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

7.09 Disapproval of Plans and Specifications. The ARC shall have the right to disapprove any plans and specifications submitted to it because of any of the following: (a) failure to include information in such plans or specifications as may have been reasonably requested; (b) failure of such plans or specifications to comply with this Declaration or the Design Guidelines; or (c) the judgment of the ARC that the proposed installation, construction or alteration of a Structure is not in harmony with the Development-Wide Standard or is incompatible with surrounding topography of surrounding Structures.

7.10 Obligation to Act. The ARC shall take action on any plans and specifications submitted as herein provided within sixty (60) days after receipt thereof. Failure of the ARC to take action within sixty (60) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

7.11 Inspection Rights. Any employee or agent of the Declarant, the Association or the ARC may, after reasonable notice, at any reasonable time or times enter upon any Lot for the purpose of ascertaining whether the installation, construction, existence, alteration, location or maintenance of any Structure on any Lot is in compliance with the provisions of this Declaration, and such entry shall not constitute a trespass or wrongful act.

7.12 Certification of Compliance. The ARC may issue a certificate of compliance, identifying a Structure and the Lot upon which such Structure is located, stating that the Structure complies with approved plans and specifications. Any such certificate of compliance shall be prima facie evidence of the facts therein stated.

7.13 Disclaimer as to ARC Approval. Approval of plans and specifications by the ARC or an ARC Sub-Committee shall not be construed as a determination of the quality, function, or workmanship of the Structure nor to certify to that the Structure complies with applicable building codes or rules and regulations. Neither Declarant, the Association, the ARC or its appointees, the Board, nor the officers, directors, members, employees, and agents of any of them (the indemnified parties), shall be liable for mistake in judgment, negligence, or nonfeasance in connection with the approval or disapproval of any plans or specifications; every person who submits plans or specifications and every Owner, by acceptance of a deed to a Lot, shall be deemed to have released all claims, demands, and causes of action against said indemnified parties arising out of or in connection with any such judgment, negligence, or nonfeasance by the indemnified parties.

7.14 Fees. The ARC may impose and collect a reasonable and appropriate fee to cover the cost of making and distributing copies of the Design Guidelines and the costs of review of plans and inspections performed.

#### Article VIII General Restrictions

8.01 Residential Use. Lots may be used only as Residences and may not be used for any other purpose; provided, however, Declarant as well as any Builders approved by Declarant may operate construction trailers, sales offices, and model homes on Lots designated by Declarant.

8.02 Occupancy. Except as provided in this Section, Occupancy of a Residence shall be limited to either: (a) a Single Family, or (b) a maximum of two persons and their respective children. In

no event shall the Occupancy of any Residence be greater than two persons per bedroom; however, the Board, in its sole discretion, may allow more Occupants than otherwise permitted by this Section in order to accommodate hardship cases.

8.03 Leasing of Residences. Except for the leasing of garage apartments separate from the main Dwelling in portions of the Submitted Property designated by Declarant as a "Traditional Neighborhood Development", and except as may be otherwise expressly permitted in a Supplemental Declaration allowing "bed and breakfast establishments" in special areas of a "Traditional Neighborhood Developer": (a) no Residence may be leased except in its entirety; no fraction or portion may be leased and (b) no transient tenants may be accommodated in a Residence. All leases shall be in writing. A copy of the lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days after the execution of the lease. The Owner must make available to the Tenant copies of the Declaration and any amendments thereto and the By-laws. The Board may adopt reasonable rules regulating Leasing and subleasing. Any lease of a Residence shall be for an initial term of no less than one (1) year, except with the prior written consent of the Board. No lease shall have a renewal period of less than one (1) year, except with the prior written consent of the Board. If a lease does not meet the minimum initial or renewal term, the lease is void *ab initio*, and the person who would have been the Tenant shall have no right to occupy the Dwelling and shall be denied ingress into the Submitted Property, and shall be denied right and privileges to use the Common Property, including, but not limited to, the use of any and all common facilities and amenities. Any Tenant who holds over after the expiration of the initial or any renewal term has no right to occupy a Dwelling and shall be denied ingress into the Submitted Property, the common facilities, and amenities. Any person who does not have a right to occupy a Dwelling under a lease because it fails to meet the requirements of this section shall be subject to eviction by the Association. The Association shall have standing to prosecute the eviction as if it were the landlord under Chapter 83, Florida Statutes except that possession of the Dwelling shall be returned to the Owner. The Owner and the Tenant shall be jointly and severally liable for the Association's prevailing party attorney fees and costs, including fees and costs on appeal. A Tenant is an Occupant within the Submitted Property, and as such, shall comply with all provisions of this Declaration or a rule, regulation, or guideline for which a fine is imposed, such fine shall be assessed against the Tenant; provided, however, if the fine is not paid by the Tenant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot. Any Tenant charged with a violation of this Declaration or guidelines, rules, or regulations referenced herein or adopted pursuant hereto, is entitled to the same procedure for which an Owner is entitled prior to the imposition of a fine or other sanction. The Owner transfers and assigns to a Tenant, for the term of lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all common facilities and amenities; provided that the Owner of a garage apartment, where permitted by this Declaration, shall retain rights and privileges to use the Common Property.

8.04 Time Sharing. No Residence, Structure or portion of the Submitted Property shall be made subject to any type of time sharing, fraction sharing, or similar program whereby the right to exclusive use of the Residence, Structure, or property rotates among members of the program on a fixed or floating time schedule over a period of years.

8.05 Landscaping. All initial landscaping shall be completed within sixty (60) days of the issuance of a certificate of occupancy indicating completion of a Residence. All landscaping (both the initial landscaping and any landscaping subsequently installed by an Owner, tenant, or other party) must be in accordance with Design Guidelines adopted by the ARC. The term "landscaping" shall include all plants, trees, shrubbery, flowers, mulch materials, rocks, and landscape borders.

8.06 Trees. No trees having a diameter of three (3 in.) inches or more (measured from a point two (2 ft.) feet above ground level) shall be removed from any Lot unless such removal is approved by the ARC.

8.07 Signs. Excluding signs installed for or on behalf of governmental authorities, Declarant, the Declarant's agents, the Association, or the CDD, and except for signs approved by Declarant for use by Builders on Lots owned by Builders, no signs whatsoever (including but not limited to commercial and similar signs) shall, without the ARC's prior written approval, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except: (a) such signs as may be required by zoning ordinances or governmental or legal proceedings; and (b) one sign provided by the Association to give notification that a Residence is for sale. The ARC shall, in its discretion, adopt the form of the sign to be provided by the Association and may, from time to time, revise it. The Association may charge a fee for signs provided by the Association and for installing same, which fees shall be established by the Board of the Association. "For Rent" signs are strictly prohibited.

8.08 Clotheslines and Woodpiles. Clotheslines and other devices for drying clothes outdoors are prohibited. Woodpiles shall be kept screened by adequate planting or fencing so as to conceal them from view from neighboring Residences, the Lagoon, a Canal or from the street, and may be maintained in the rear yard of a Lot only.

8.09 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation, exterior sculpture, yard ornaments, fountains, flags, or similar items may be installed on a Lot or the exterior of a Structure unless specifically permitted in the Design Guidelines or approved by the ARC.

8.10 Lot and Structure Maintenance. Each Owner shall keep and maintain each Lot owned by him, as well as each Structure and all landscaping located thereon, in good condition and repair, including, but not limited to: (i) the repairing, painting and other appropriate external care of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the street bordering said Lot. The Board may, in the future, elect to have the Association institute a common lawn maintenance program for maintaining all or any portion of the grass, beds, shrubbery, flowers, trees, and irrigation system located in the front yard, the back yard, and/or the side yards of Lots. If it does so, for so long as such maintenance program continues: (a) the cost of such maintenance shall become part of the budget of the Association and shall be collected from the Owners as part of the Annual Assessments or Limited Benefit Assessments; (b) no Owner (no Owner nor tenants, family members, or agents of the Owner) may plant or remove shrubbery, flowers, trees, or other plants in those portions of the Lots included in the maintenance program; and (c) the Board may adopt, implement and enforce guidelines governing the common lawn maintenance program as implemented, the Board may, at any time thereafter, modify, terminate or re-institute the program and/or the guidelines governing it.

8.11 Commercial and Recreational Vehicles and Trailers. Except for construction trailers, equipment, vehicles and sales offices maintained by Declarant and its contractors, subcontractors and agents or by Builders and their contractors, subcontractors and agents, no commercial vehicle, vehicle with commercial writing on its exterior, trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, tractor-trailer (or tractor or trailer), boat, other Watercraft, Watercraft trailer or similar vehicle or equipment shall be parked, kept overnight or stored overnight on any Lot or in any street within the Submitted Property. Notwithstanding the foregoing, the vehicles and equipment described in this paragraph and Watercraft may remain overnight on a Lot, provided they are kept in an enclosed garage or at a location and in a manner approved by the ARC so as to be concealed from view

from neighboring Residences, from the Canals, the Lagoon and from the street. The restrictions contained in this paragraph shall not apply to a Watercraft which is reasonably secured or attached to a Water Fixture, such as boat docked at a dock or a waverunner suspended from a Water Fixture.

8.12 **Parking and Garages.** Except as otherwise expressly stated herein, vehicles not covered by the immediately preceding paragraph may be parked overnight within the Submitted Property in garages or driveways or in appropriate parking spaces so designated by the ARC, but not at other locations. No Owner may enclose a garage, convert it or any portion of it to dwelling space, or otherwise modify it to reduce its capacity for parking vehicles below that originally approved by the ARC. Notwithstanding the foregoing, a Builder may temporarily convert a garage into a sales or construction office provided it is converted back to a garage within thirty (30) days after that Builder ceases sales and construction activities within the Submitted Property. Garage doors visible from any street shall remain closed except during ingress and egress or when the is actively being used by the Occupant. All garage doors must have operable automatic garage door openers.

8.13 **Inoperable Vehicles.** Vehicles that are inoperable, on blocks or similar devices, covered with a tarpaulin, or which do not have current operating licenses shall not be permitted within the Submitted Property unless kept in an enclosed garage.

8.14 **Business Use.** No garage sale, moving sale, rummage sale or similar activity shall be permitted without prior written approval of the Board. No trade or business may be conducted in or from any Lot, except that an Owner or Occupant may conduct business activities within a Residence so long as: (a) the existence or operation of the business activity is not detectible by sight, sound, or smell from outside the Residence; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming to the Submitted Property who do not reside within the Submitted Property; (d) the business activity does not involve door to door solicitation of Occupants of other Lots; (e) the business activity is consistent with the residential character of the neighborhood in which the Lot is located, which consistency shall be determined by the Board in the Board's sole discretion; and (f) the business activity does not constitute a nuisance or a hazardous or offensive use, or threaten the safety or security of other portions of the Submitted Property as may be determined by the Board in the Board's sole discretion. The term "business" and "trade", as used in this Section, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Residence or garage apartment on a Lot shall not be considered a trade or business within the meaning of this Section. This paragraph shall not apply to Declarant or Builders or their agents.

8.15 **Lighting.** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights, including yard lights, flood lights, patio lights, spot lights, lighting on landscaping, and other exterior lights on a home or within a yard must be approved by the ARC.

8.16 **Recreational Equipment.** Recreational and playground equipment attached to a Lot or Structure shall be placed or installed only upon the rear of a Lot and must be in conformity with the Design Guidelines adopted by the ARC. No above ground pool shall be erected, constructed, or installed on any Lot. Permanent basketball goals and backboards are prohibited. Mobile play equipment and mobile sports equipment, including, but not limited to, mobile basketball goals (on wheels), shall be permitted provided they are stored out of sight during hours established in the Design Guidelines and at a location established in the Design Guidelines.

8.17 Animals. No animals may be kept on any Lot except dogs, cats, fish, birds, gerbils, hamsters another usual and common household pets. No more than four (4) pets shall be kept on a Lot. No pets having a total aggregate weight of more than 175 pounds shall be kept on any Lot. No animal may be kept on any lot unless kept thereon solely as pets and not for commercial purposes. No Structure for the care, housing or confinement of any animal shall be constructed, placed, or altered on any Lot outside of the Residence unless such Structure is in accordance with the Design Guidelines or plans and specifications for such Structure have been approved by the ARC. No pets may be kept on any lot which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to Owners of other portions of the Submitted Property. The dogs must be confined to a leash when outside of the Owner's Lot.

8.18 Garbage. No lumber, metals, bulk materials, garbage, trash, or solid waste of any kind shall be kept, stored, or allowed to remain overnight outside a Structure except for: (a) building materials employed during the course of construction of any Structure, and (b) garbage or trash contained in standard residential garbage containers or garbage bags or plant materials from routine residential tree trimming and yard maintenance. Garbage containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed in a manner set forth in the Design Guidelines. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Guidelines.

8.19 Antennas. This Section is intended to and shall comply with and be subject to Section 207 of the Telecommunications Act of 1996 and any future amendments thereto. The term "Antenna" as used herein shall include antennas, aerials, and satellite dishes designed to receive (i) direct broadcast satellite service (DBS), including direct-to-home satellite services; (ii) video programming services via multipoint distribution services, including multichannel multipoint distribution (MDS); (iii) television broadcast signals (TVBS), and other equipment for the transmission of telephone, radio, satellite, or other signals. Antennas one meter (39 inches) or less in diameter shall be: (i) mounted, installed, attached, or placed in the rear yard or the Lot unless this requirement reasonably impairs the viewer's ability to receive reception of an acceptable quality, in which case this requirement shall be diminished only to the extent absolutely necessary to allow reception of an acceptable quality; (ii) mounted, installed, attached, or placed no higher than absolutely necessary to obtain reception of an acceptable quality; (iii) located so that it is not visible from the street or the adjoining property unless this requirement unreasonably impair the viewer's ability to receive receptions of an acceptable quality, in which case this requirement shall be diminished only to the extent absolutely necessary to obtain reception of an acceptable quality; and (iv) screened with landscaping (except for Antennas which are attached to or above the first story eaves) unless this requirement unreasonably impairs the viewer's ability to receive reception of an acceptable quality, in which case this requirement shall be diminished only to the extent absolutely necessary to obtain reception of an acceptable quality. Antennas which are greater than one meter (39 inches) in diameter may not be installed. Anything herein to the contrary notwithstanding, the Declarant and the Association shall have the right, without obligation, to erect and install Antennas in any location and of any size which are the benefit of all or a portion of the Submitted Property.

8.20 Air Conditioning Units. Unless specifically permitted by the ARC, no window air conditioning units may be installed on any Residence or Structure on any Lot.

8.21 Nuisances. No portion of the Submitted Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of

the Submitted Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. 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 any portion of the Submitted Property. No outside burning of wood, leaves, garbage, or household refuse shall be permitted within the Submitted Property.

8.22 Surface Water Management System. Each Owner at the time of construction of a Structure shall comply with the construction plans for the surface water management system approved and on file with the SWFWMD. No Owner may construct or maintain any Structure, or undertake or perform any activity, including dredging, filling or obstruction, in the wetlands, wetland irrigation areas, buffer areas, upland conservation areas or drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD. No Owner shall remove native vegetation (including cattails) that become established within any wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to the Surface Water Regulation Manager at the SWFWMD Tampa Service Office. Declarant hereby reserves for itself and the Association a perpetual easement across each Lot for the purpose of altering drainage and water flow within the drainage easements as approved by the SWFWMD.

8.23 Water Bodies. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of Canals, the Lagoon, lakes, ponds, or streams within the Submitted Property. All wetlands, lakes, Canals, Lagoons, ponds, and streams within the Submitted Property shall be aesthetic amenities only, and no other use thereof, including, without limitation, boating, fishing, swimming, playing, or use of personal floatation devices, shall be permitted unless expressly permitted by the CDD. No Owner shall allow to occur on his or her Lot or any dock adjacent to his or her Lot any act or event which would constitute a violation of SWFWMD Permit 43018838.004. The Association shall have no responsibility to take enforcement action against a person who violates the SWFWMD Permit. The Association shall not commit, or allow any of its agents, employees, or contractors to commit any act which would constitute a violation of Permit 43018838.004. Lots located on the Lagoon shall have access to the Canal system and ultimately to Tampa Bay only through a boat lift or other mechanical means but shall never have a direct connection to the Canal system and to Tampa Bay; this restrictive covenant shall run with the land and shall bind all future Owners of these Lots in perpetuity.

8.24 Wells. No sprinkler or irrigation system of any type which draws upon water from wetlands, lakes, Canals, ponds, Lagoons, streams or other ground or surface waters within or contiguous to the Submitted Property may be installed, constructed, or operated within the Submitted Property unless prior written consent is obtained from the Board and such irrigation system is approved by applicable governmental agencies, including the SWFWMD and the Department of Environmental Protection.

8.25 Dock Pilings. Dock pilings must be wrapped with vinyl from 12 inches below the upper surface of the Canal or Lagoon bottom to six (6 in.) inches above the mean high water mark.

8.26 Traditional Neighborhood Developments. Notwithstanding anything to the contrary contained anywhere in this Declaration, in any portion of the Submitted Property designated by Declarant as a "Traditional Neighborhood Development,": (a) on-street parking shall be permitted, provided that commercial and other vehicles prohibited in other sections of this Declaration shall not be parked on residential streets (a residential street shall be any street or block fronted on both sides solely by portions of the Submitted Property), provided such parking is in accordance with and is permitted by governmental codes and ordinances; (b) garage apartments shall be permitted and may be leased as a

separate Residence to a Single Family or a maximum of two (2) persons for residential use, provided that such leasing is in accordance with all rules, restrictions and regulations with respect to Leasing which are part of this Declaration or adopted pursuant thereto, provided that no garage apartment shall be leased or otherwise used for any trade or business except by the Owner of the Lot on which the garage is situated or the tenant residing in such garage apartment; and (c) provided that such Leasing is in accordance with and as permitted by governmental codes and ordinances.

8.27 Dock Easement. No Water Fixture (including, but not limited to, docks) may be located within any Canal or Lagoon adjacent to or near a Lot unless the fee simple Owner of the portion of the Canal or Lagoon within which the Water Fixture will be located grants a "Dock Easement" to the Owner of the Lot to be served by the Water Fixture which allows the Water Fixture to be constructed on, in and over the Canal or Lagoon. This restriction applies not only to Water Fixtures which are on pilings or otherwise touch the bottom of the Canal or Lagoon but shall also apply to Water Fixtures which float partially or wholly upon the surface of the Canal or Lagoon or are suspended above the Canal or Lagoon. The fee simple owner of the Canal or Lagoon shall have the right not to grant a Dock Easement to any Lot Owner, and not all Lot Owners will receive a Dock Easement. The Dock Easement may contain restrictions on the size, width, depth, angle and location of any dock or other Water Fixture.

8.28 Maintenance of Water Fixtures. Each Owner of a Water Fixture (including, but not limited to, docks) shall keep and maintain the Water Fixtures in good condition and repair, including, but not limited to the repairing and other appropriate external care of all Water Fixtures. The Board of Directors shall have the power to establish standards and guidelines regarding maintenance and painting of Water Fixtures and to determine whether a particular Water Fixture requires maintenance, painting, repair or replacement. The Board of Directors may, in the future, elect to have the Association institute a common Water Fixture maintenance program for maintaining, repairing, and replacing, when necessary, all or any portion of docks or other Water Fixtures. If it does so, for so long as such maintenance program continues: (a) the cost of such maintenance, repair and replacement shall become part of the budget for the Association and shall be collected from the Owners of the Water Fixtures as Limited Benefit Assessments and (b) the Board of Directors may adopt guidelines governing the common Water Fixture maintenance program and the requirements related thereto. Once such a common Water Fixture maintenance program is implemented, the Board of Directors may, at any time thereafter, modify, terminate or re-institute the program and/or guidelines governing it. The Board of Directors shall have the power, in its discretion, to determine what Water Fixtures will be subject to the common maintenance program, if any, and to select only certain portions of Water Fixtures for a common maintenance program. For example, the Board of Directors could elect to institute a common maintenance program for dock pilings but not for other portions of the docks.

8.29 Access. The Association and ARC may enter any drainage easement shown on plats, any Lot, or over the top surface of any seawall owned and operated by the CDD, for the purpose of performing any of their duties contained in the Declaration or any amendments thereto. The CDD shall have access from the street to the rear of any Lot abutting a Canal or Lagoon to perform maintenance in drainage, access, seawall, or tieback easements shown on plats. The Association shall have access from the street to the rear of any Lot abutting a Canal or Lagoon to perform maintenance of docks if a common maintenance program has been established by the Board of Directors for the docks.

#### Article IX Enforcement

9.01 Right of Enforcement. This Declaration, any guidelines promulgated hereto and any rules and regulations ("Governing Documents") shall inure to the benefit of and shall be enforceable by the Declarant or the Association, and their legal representatives, agents, successors and assigns. In



actions to enforce this Declaration, and the Governing Documents as they may be amended from time to time, Declarant and the Association shall be entitled to recover damages, specific performance, fines imposed under Section 9.03 and any other remedies provided by law. The Association and the Declarant shall be entitled to recover attorney's fees and costs in enforcement actions brought by the Association or Declarant, provided that, in no event shall the Association be entitled to recover attorney's fees in any action against the Declarant.

9.02 Right of Abatement Generally. In addition to the remedies provided above, the Association shall have a Right of Abatement. The "Right of Abatement" as used in this Declaration means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot, Structure, or any Water Fixture, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation or breach, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Before exercising its Right of Abatement, the Association shall mail written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach, within fifteen (15) days after the mailing of said written notice, or such longer time as the notice may allow, then the Association shall have the Right of Abatement.

9.021 Right of Abatement of Sign Restriction. In addition to any other remedies provided herein or provided otherwise by law, the Association has the power to abate a violation of Article VIII, Section 8.07, Signs, as it may be amended from time to time, without giving prior notice to the Owner. If a sign has been placed on a Lot, or upon the exterior of a Structure, which is in violation of Article VIII, Section 8.07, or is contrary to the form adopted by the ARC and provided by the Association, the Association, its agents and employees may go upon the Lot and remove the sign without prior notice to the Owner or Occupant of the Residence. Such entry upon the Lot and removal of the sign shall not be a trespass, shall not be deemed a conversion, and shall not be deemed a wrongful or actionable act by the Association, or by its agents or employees.

9.022 Right of Continuing Abatement. When a violation of the Governing Documents is of a recurring nature, including, but not limited to, the Owner's failure to mow and trim the lawn, and care for landscaping, the Association shall have the right to go upon the lot to abate the condominium on an as needed basis after only a single notice of abatement under Article 10.02 above. Such right to continue the abatement after a single notice shall terminate when it reasonably appears by observation that the Owner has cured the recurring deficiency and, thus, has removed the need for further abatement.

9.023 Right to Tow Watercraft. The exterior surface of a Watercraft must be kept free of dirt, grime, debris, and any accumulation of microorganisms, plants, algae, or animals. Derelict Watercrafts are not permitted. A Derelict Watercraft means a Watercraft as defined in Section 1.49<sup>1</sup> above, or a vessel as defined in §327.02, Florida Statutes, that is left, stored, or abandoned: (i) in a wrecked, junked, or substantially dismantled condition upon any Lagoon or Canal; or (ii) docked, grounded, or beached upon the property of another without the consent of the owner of the property. Watercrafts in violation of this restriction may be towed by

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<sup>11</sup> 1.49 "Watercraft" shall mean and refer to any boat, vessel or watercraft, including but not limited to, a power boat, sailboat, rowboat, paddle boat, wave runner, Jet Ski, windsurfer, kayak, canoe or other device for transporting a person or materials on the surface of the water.

the Association. The cost of towing and storage shall be the joint and several obligations of the Watercraft owner and the Owner of the Lot to which the Watercraft is registered. The Association shall employ the procedures for notice, towing, storage, and release of Watercrafts as follows:

9.023.01 Notice. The Association shall provide personal notice to the Owner or other legally authorized person in control of the Watercraft, if their identity and address are known. If their identity and/or address are unknown, the Association may affix the notice on the Watercraft. The notice shall be dated, shall describe the violation, shall give the Owner or other authorized person, a reasonable period of time in which to cure the violation, and shall state that the Watercraft is subject to being removed at the Watercraft owner's or operator's expense without any further notice, unless the violation is cured in a timely manner.

9.023.02 Towing and Storage of Watercraft. The Board of Directors may enter into a contract with a company regularly engaged in the business of towing and storing Watercrafts without liability for the costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage. A Watercraft must be stored at a site within a 10-mile radius of the point of removal. That site must be open for the purpose of redemption of the Watercraft on any day that the person or firm towing such Watercraft is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the sire can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a Watercraft, the operator shall return to the site within one (1) hour. The person or firm towing or removing the Watercraft shall, within thirty (30) minutes after completion of such towing or removal, notify the Hillsborough County Sheriff, of such towing or removal, the storage site, the time the Watercraft was towed or removed, and registration number of the Watercraft and shall obtain the name of the person at that department to whom such information was reported and note that name and the trip record. If the Watercraft is redeemed, a detained signed receipt must be given to the person redeeming the Watercraft. The person or firm that tows or removes the Watercraft will require an owner, operator, or person in control of the Watercraft to pay the costs of towing and storage prior to redemption of the Watercraft. The person or firm must file and keep a record with the Hillsborough County Sheriff a complete copy of the current rates to be charged for such services and posted at the storage site an identical rate schedule and the written contract with Mirabay Homeowners Association, Inc.

A person in the process of towing or removing a Watercraft from the water must stop when a person seeks the return of the Watercraft. The Watercraft must be returned upon the payment of a reasonable service fee of not more than one-half (1/2) of the posted rated. The Watercraft may be towed or removed if, after a reasonable opportunity, the Owner or legally authorized person in control of the Watercraft is unable to pay the service fee.

9.023.03 Release of Watercraft. When a Watercraft has been towed or removed, it must be released to its owner or custodian within one (1) hour after requested, and after all fees and charges as described above have been paid. Any Watercraft owner or agent shall have the right to inspect the Watercraft before accepting its return, and no release or waiver of any kind of which would release the person or firm towing the Watercraft from liability for damages noted by the Owner or other legally authorized person at that time of the redemption may be required from any Watercraft

owner, custodian, or agent as a condition of release of the Watercraft to its owner. A detailed, signed receipt showing the legal name of the company or person towing or removing the Watercraft must be given to the person paying towing or storage charges at the time of payment.

9.023.04 Joinder by Declarant. As the owner of the water bodies over which this restriction applies, the Declarant hereby, or alternatively through the execution of a joinder instrument, authorizes the Association to tow, store and release Watercrafts as set forth herein.

9.024 Costs, Expenses and Fees of Abatement. The costs, expenses, and attorney fees, related to any abatement or related to the exercise of any right of abatement under the Declaration whether or not suit is brought, together with interest thereon at the highest rate permitted by law, shall be a binding personal obligation of such Owner enforceable in law, and shall be secured by a lien on such Owner's Lot enforceable in the same manner and with the same priority as a lien for assessments. The Owner shall be responsible for the costs and attorney fees associated with collection, including costs and fees on appeal, all of which shall be secured by a lien on such Owner's Lot enforceable in the same manner and with the same priority as a lien for assessments.

9.03 Right to Levy Fines. In addition to the remedies set forth above, the Association shall be entitled to levy fines for violations of this Declaration, or the Governing Documents as they may be amended from time to time, or any guidelines, rules, or regulations referenced herein or adopted pursuant hereto. The Board of Directors, by Resolution, may adopt Rules and Regulations regarding the imposition of fines, including a schedule of fines. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing and shall not exceed five thousand dollars (\$5,000.00) in the aggregate for a continuing violation. A continuing violation is defined as a violation that begins, then continues uninterrupted until cured or abated. If the same violation reoccurs after it had previously been cured or abated, such reoccurrence shall be considered a new, separate violation for which a new fine up to a new aggregate amount for a continuing violation may be imposed. Such fines, together with interest thereon at the highest rate permitted by law, and shall be secured by a lien on such Owner's Lot enforceable in the same manner and with the same priority as a lien for assessments.

9.04 No Waiver. The failure of the Declarant or the Association to enforce any provision contained herein shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

#### Article X Duration and Amendment

10.01 Duration. This Declaration and the covenants and restrictions contained herein shall run with and bind the Submitted Property, and shall inure to the benefit of the Association and the Declarant and shall be enforceable by the Association or the Declarant, their respective legal representatives, agents, successors and assigns, for a period of thirty (30) years from and after the date when this Declaration is recorded in the Public Records, after which time this Declaration and the restrictions herein shall be automatically renewed for successive periods of ten (10) years, unless during any ten (10) year renewal period this Declaration is terminated by an instrument executed by the Association and recorded in the Public Records certifying that a resolution approving such termination was approved by a two-thirds (2/3) vote of the Class A Members of the Association.

10.02 Amendment by Declarant. Prior to the conveyance of the first Lot by Declarant, Declarant may unilaterally amend this Declaration. After such conveyance and during the Declarant Control Period, Declarant may amend this Declaration, by an instrument in writing signed by Declarant and recorded in the Public Records, without the approval of the Association or any Member or mortgagee provided such amendment does not materially limit any Owner's access to such Owner's Lot, materially and adversely affect the practical utilization of such Owner's Lot for a Residence, materially change the method of allocating assessments among the Lots, adversely affect the title to any Lot, or materially and adversely affect the value of any Lot or Residence. Notwithstanding the foregoing, the Declarant, during the Declarant Control Period, specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party: (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of the Settlement Agreement or any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental purchaser, guarantor, or insurer of mortgage loans (including, for example, the FHA, the VA, Federal National Mortgage Association, and Federal Home Loan Mortgage Corporation) to enable such lender or purchaser to purchase, guarantee, or insure mortgage loans on any Lot; or (iii) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

10.03 Amendment by Association. Amendments to this Declaration, other than those authorized by the above paragraph captioned "Amendments by Declarant", shall be proposed and adopted in the following manner:

(a) An amendment may be proposed by either the Board or the Declarant. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.

(b) Such amendment must be approved by Members holding at least a majority of the total votes in the Association; provided, however, that so long as Declarant owns any Submitted Property, such amendment must be approved by Declarant.

(c) The approval of the Declarant to any amendment of this Declaration shall be evidenced only by Declarant's execution of or joinder in such amendment. The approval of a majority of the votes of the Association shall be evidenced by a certificate of the Association signed by the President of the Association, stating the required number of votes were obtained. Any such amendment of this Declaration shall become effective only when recorded in the Public Records.

#### Article XI Mortgages

11.01 Mortgagee Approval of Amendments. Anything herein to the contrary notwithstanding, any amendment which materially and adversely affects the security or lien of the holder of any first mortgage shall not be enforceable against that holder or against anyone claiming by, through or under that holder or by, through or under a foreclosure or deed in lieu of foreclosure of that mortgage unless the consent of that holder is obtained. ("Holder" shall mean the mortgagee or an assignee or transferee of that mortgage).

11.02 Mortgagee Register. Upon request by the Association, each Owner shall be obligated to register with the Association the name and address of the holder of any mortgage encumbering such Owner's Lot. Any mortgagee may register its name, address and a list of its encumbered Lots or Lot with the Association. Anything herein to the contrary notwithstanding, the vote, approval, or consent of a

mortgagee shall not be required for any amendment of this Declaration unless that mortgagee's name and address and the Lot or Lots encumbered by that mortgagee's mortgage have been furnished in writing to the Association by the Owner or mortgagee within the five (5) years immediately preceding the adoption of the amendment.

11.03 Failure of Mortgagee to Respond and Indemnification of Mortgagees. Any mortgagee whose vote, approval or consent is required for an action hereunder shall be deemed to have approved and consented to such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of mailing of the Association's request by certified or registered mail, return receipt requested, to the address of that mortgagee as it last appears on the Association mortgagee register.

#### Article XII HUD/VA/FHLMC

12.01 VA/FHA Notice of Association Meetings. The VA and FHA shall have the right to receive notice for, and be represented at, Association meetings. Such notice shall be sent by the Association upon request by representatives of the VA or FHA.

12.02 Insurance Required to Be Carried by the Association. Anything to the contrary contained herein, in addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time, by either the VA or the FHA, their successors and assigns, for similar type residential subdivision communities.

12.03 HUD/VA Approval of Amendments. So long as HUD, the FHA, and/or the VA is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions shall require the prior approval of HUD and/or the VA, respectively: annexation of additional property not within the Development Area, dedication or mortgage of Common Property, merger or consolidation in which the Association is a participant, dissolution of the Association or amendments which abandon or partition Common Property. Anything to the contrary contained herein notwithstanding, any amendment that materially and adversely affects the security or lien of any mortgage held, insured, or guaranteed by HUD, the FHA and/or the VA shall not be enforceable against the holder of that mortgage or against anyone claiming by, through or under that holder or by, through or under a foreclosure or deed in lieu of foreclosure of that mortgage unless HUD and/or the VA consents to the amendment. ("Holder" shall mean the mortgagee or any assignee or transferee of the mortgage).

12.04 Federal Home Loan Mortgage Corporation Requirements. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to, and not in lieu of, the foregoing. First mortgagees with regard to property owned by the Association may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of the Association policy, and such first mortgagees that make such payments shall be entitled to immediate reimbursement from the Association. Unless at least sixty-seven (67%) percent of the first mortgagees or sixty-seven (67%) percent of the Membership consents, the Association shall not:

- (a) abandon, partition, subdivide, encumber, sell, convey or transfer a material portion of the real property comprising the Common Property which the Association owns, directly or indirectly; however: (i) the granting of easements for public utilities or other similar purposes consistent with the use of the Common Property shall not require such consent; (ii) Association conveyance of Common Property to the CDD or any governmental entity shall not

require such consent; (iii) Association conveyance of Common Property which has a value of less than five (5%) percent of the total budget of the Association in effect at the time of the conveyance shall not require such consent.

(b) materially change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot;

(c) abandon the common scheme of regulation and enforcement pertaining to the architectural design and exterior appearance of Lots and Structures;

(d) fail to maintain insurance as required by this Declaration;

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

#### Article XIII Miscellaneous

13.01 No Reverter. No restriction herein is intended to be, or shall be construed as creating a possibility of reverter.

13.02 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

13.03 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

13.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and visa versa.

13.05 The Name "Mirabay". Declarant has expended considerable sums in creating a favorable image for the name "Mirabay" in the County in which the Submitted Property is located. No party owning property within the Submitted Property or carrying on any activity within the Submitted Property may use the name "Mirabay" in any advertisement, promotion, brochure, directory or internet site unless: (a) "Mirabay" is immediately preceded by "in", "at", or a similar word which makes it clear that the usage is merely identifying a location; or (b) Declarant has expressly granted, in writing, the right to use the name "Mirabay" in some other fashion.

13.06 LVW Property. Notwithstanding anything to the contrary in this Declaration, any provision of the governing documents as currently exists, or as amended from time to time in the future, LVW and LVW Lots will be excluded from the rental provisions of the governing documents, including but not limited to Section 8.03 of the Declaration. The rental restrictions of these governing documents shall not apply to or be enforceable against LVW or LVW Lots.

13.07 LVW Lot Plans. Notwithstanding anything to the contrary in this Declaration, any provision of the governing documents as currently exists, or as amended from time to time in the future, LVW and LVW Lots will be excluded from the ARC approval provisions, process, and ARC promulgated standards, as amended from time to time; this includes but is not limited to the covenants, restrictions, provisions, and processes contained in Article VII, of the Declaration. All designs, changes and improvements, by LVW or on LVW Lots may be subject to review and approval by Park Square Homes, whether by preagreement, preapproved design plans, comprehensive design plans, or by individual post-

improvement design plans. Any Park Square Homes approval shall be contained in a separate comprehensive agreement with LVW. Any and all approvals of LVW plans and specifications by Park Square shall be final and may be relied upon by the LVW, or any successor or assigns. Plans and specifications approved by Park Square shall be final and may be relied upon by the LVW, or any successor or assign. Plans and specifications approved by Park Square Homes for construction of a Residence or installation of landscaping or other improvements by LVW on an LVW Lot may be used by LVW on similar sized Lots without resubmission of such plans and specifications.

13.08 LVW Property Use. Notwithstanding anything to the contrary in this Declaration, any provision of the governing documents as currently exists, or as amended from time to time in the future, LVW and LVW Lots will be excluded from the use restrictions while inside the LVW Lots and land, including but not limited to those provisions contained in Article IX, any parking restrictions, or property use restrictions elsewhere contained in the governing documents, further including but not limited to being excluded from entitlement provisions, such as replatting, rezoning, and density increases. LVW may be responsible for keeping the LVW Lots up to an aesthetic pleasing standard based upon the design plans approved by Park Square Homes in accordance with a separately executed comprehensive agreement between LVW and Park Square Homes.

13.09 No Amendment. Amended Sections 13.08, 13.09, 13.10, 13.11, 13.12 and 13.13 may not be amended in any manner which materially or adversely impacts LVW, or any subsequent buyer, successor or assign without the prior written approval of LVW, that subsequent buyer, successor, or assign. Declarant may assign its rights hereunder in a Supplemental Declaration.

13.10 Rate of Assessment. Notwithstanding anything to the contrary in this Declaration, both Annual and Special Assessments for the LVW Lots shall be assessed equally at the uniform rate for all Lots within the Submitted Property. LVW Lots shall not be subject to the Limited Benefit Assessment unless otherwise agreed to in a separate executed comprehensive agreement between LVW and Park Square Homes.

13.11 Attorneys Fees. If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by or against LVW, or its successors and assigns, to enforce its rights, including but not limited to provisions 13.08, 13.09, 13.10, 13.11, 13.12, 13.13 or 13.14 including actions on behalf of or against a turned over master association board, than all fees, costs and expenses, including, without limitation, reasonable attorneys fees and court costs, incurred by LVW, or its successors and assigns, in such litigation, action, arbitration, or proceeding shall be reimbursed by the turned over association board, owners, or other party against whom such litigation or other court action was taken.

13.12 Retail Sale of Lots. Upon the retail sale of any, part, or all LVW Lots from LVW to another party who is not a bulk buyer, institution, build for rent organization or multifamily or rental operator, or affiliated entity who does not intend to contain to run the LVW sub-association as planned and developed, then all rental restriction waivers and exemptions will extinguish as to the new Owner, and this documents is self-executing, and all rental restriction exemptions, ARC exemptions, and property use restriction exemptions, more specifically contained in Sections 15.08, 15.09, 15.10, 15.11 and 15.12 of this Declaration, will cease to apply to all individual Owners of single-family owned rental lots. LVW may provide an assignment with a copy of this amendment in all sales transactions where the parties intend to keep the scheme of the sub-community intact and the parties intend to have the exemptions apply to the purchaser in the sale transaction.

**END OF RESTATED DECLARATION**

## EXHIBIT "A"

## Legal Descriptions of Overall Parcel (6/16/2008)

A parcel of land lying in Sections 28 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 28, run thence along the South boundary of the Southwest 1/4 of said Section 28, S. 89° 17' 18" E., 1343.11 feet to a point on the Westerly right-of-way line of North U.S. Highway 41 (State Road No. 41), according to the Florida Department of Transportation Right-of Way Map Section 10060-2211; thence along said Westerly Right-of-Way line, N. 47° 17' 54" E., 55.15 feet to the Northeasterlymost corner of the Tract "B-1", as shown on the Plat of Mirabay Phase 1A, as recorded in Plat Book 93, page 34, of the Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along the Northerly boundary of said Tract "B-1", the following three (3) courses: 1) N. 70° 53' 43" W., 93.47 feet; 2) S. 47° 17' 54" W., 133.13 feet; 3) S. 63° 08' 13" W., 42.14 feet; thence N. 24° 03' 17" W., 38.00 feet; thence N. 04° 59' 58" E., 85.88 feet; thence N. 15° 37' 45" W., 54.79 feet; thence N. 61° 06' 34" W., 113.95 feet; thence N. 58° 53' 21" W., 71.42 feet; thence N. 78° 46' 24" W., 58.32 feet; thence N. 30° 39' 03" W., 63.71 feet; thence N. 87° 51' 52" W., 96.58 feet; thence N. 44° 29' 09" W., 85.92 feet; thence N. 06° 04' 00" E., 66.96 feet; thence S. 67° 01' 47" W., 86.70 feet; thence S. 86° 23' 25" W., 62.81 feet; thence N. 82° 44' 11" W., 74.37 feet; thence N. 88° 46' 16" W., 101.89 feet to a point on the Northerly boundary of Tract "B-4", as shown on said plat of Mirabay Phase 1A; thence along said Northerly boundary of Tract "B-4", N., 42° 45' 52" W., 54.97 feet to a point on a curve; thence Easterly, 119.33 feet along the arc of a curve to the right having a radius of 560.00 feet and a central angle of 12° 12' 34" (chord bearing N. 84° 12' 48" E., 119.11 feet) to a point of reverse curvature, thence Northeasterly 842.86 feet along the arc of a curve to the left having a radius of 540.00 feet and a central angle of 89° 25' 49" (chord bearing N., 45° 36' 10" E., 759.87 feet) to a point of tangency; thence N. 00° 53' 15" E., 273.77 feet to a point of curvature thence Northeasterly 39.18 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89° 47' 40" (chord bearing N. 45° 47' 05" E., 35.29 feet to a point of tangency on the Southerly right-of-way line of the Additional right-of-way for Leisey Road as recorded in O.R. Book 9954, Page 635, Public Records of Hillsborough County, Florida; thence along the Southerly right-of-way line S. 89° 19' 05" E., 1577.83 feet to a point on the Southerly right-of-way line of the Additional right-of-way for Leisey Road, according to the Florida Department of Transportation right-of-way Map Section 10060-2211; thence along said Southerly right-of-way line, S. 41° 51' 46" E., 38.20 feet to a point on the aforesaid Westerly right-of-way line of North U.S. Highway 41 (State Road No. 41); thence along said Westerly right-of-way line the following two (2) courses: 1) S. 47° 13' 56" W., 349.59 feet; 2) S. 47° 17' 54" W., 1408.79 feet to the Point of Beginning.

## Legal Description of the Release Property (6/16/2008)

A portion of Parcels "A1", "K", "A", "D", and "E", MIRABAY VILLAGE as recorded in Plat Book 115, Pages 205 through 208 of the Public Records of Hillsborough County, Florida, being in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGIN at the southeast corner of said Parcel "A1"; thence along the south line of said parcel "A1", N70°54'54"W., for 11.35 feet; thence leaving said line, N47°16'43"E., for 1414.15 feet; thence N47°12'45"E., for 349.75 feet to the South right-of-way line of Leisey Road; thence along said South right-of-way line, S41°52'26"E., for 10.00 feet to the Westerly right-of-way line of North U.S. Highway 41 (State Road No. 45) and the easterly line of Parcels "A1", "K", "A", "E", and "D", said MIRABAY



VILLAGE; thence along said line the following two (2) courses: 1) S47°12'45"W., for 349.59 feet; 2) S. 47°16'43"W, for 1408.79 feet to the POINT OF BEGINNING.

Legal Descriptions of Overall Parcel (7/17/2007)

A parcel of land lying in Sections 28 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 28, run thence along the South boundary of the Southwest 1/4 of said Section 28, S. 89° 17' 18" E., 1343.11 feet to a point on the Westerly right-of-way line of North U.S. Highway 41 (State Road No. 41), according to the Florida Department of Transportation Right-of Way Map Section 10060-2211; thence along said Westerly Right-of-Way line, N. 47° 17' 54" E., 55.15 feet to the Northeasterly most corner of the Tract "B-1", as shown on the Plat of Mirabay Phase 1A, as recorded in Plat Book 93, page 34, of the Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along the Northerly boundary of said Tract "B-1", the following three (3) courses: 1) N. 70° 53' 43" W., 93.47 feet; 2) S. 47° 17' 54" W., 133.13 feet; 3) S. 63° 08' 13" W., 42.14 feet; thence N. 24° 03' 17" W., 38.00 feet; thence N. 04° 59' 58"E., 85.88 feet; thence N. 15°37'45"W., 54.79 feet; thence N. 61°06'34"W., 113.95 feet; thence N. 58°53'21"W., 71.42 feet; thence N. 78°46'24"W., 58.32 feet; thence N. 30°39'03"W., 63.71 feet; thence N. 87°51'52"W., 96.58 feet; thence N. 44°29'09"W, 85.92 feet; thence N. 06°04'00"E., 66.96 feet; thence S. 67°01'47"W., 86.70 feet; thence S. 86°23'25"W., 62.81 feet; thence N. 82°44'11"W., 74.37 feet; thence N. 88°46'16"W., 101.89 feet to a point on the Northerly boundary of Tract "B-4", as shown on said plat of Mirabay Phase 1A; thence along said Northerly boundary of Tract "B-4", N., 42°45'52"W., 54.97 feet to a point on a curve; thence Easterly, 119.33 feet along the arc of a curve to the right having a radius of 560.00 feet and a central angle of 12°12'34" (chord bearing N. 84°12'48"E., 119.11 feet) to a point of reverse curvature, thence Northeasterly 842.86 feet along the arc of a curve to the left having a radius of 540.00 feet and a central angle of 89°25'49" (chord bearing N., 45°36'10" E., 759.87 feet) to a point of tangency; thence N. 00°53'15"E., 273.77 feet to a point of curvature thence Northeasterly 39.18 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89°47'40" (chord bearing N. 45°47'05"E., 35.29 feet) to a Road as recorded in O.R. book 9954, Page 635, Public Records of Hillsborough County, Florida; thence along the Southerly right-of-way line S. 89°19'05"E., 1577.83 feet to a point on the Southerly right-of-way line of the Additional right-of-way for Leisey Road, according to the Florida Department of Transportation right-of-way Map Section 10060-2211; thence along said Southerly right-of-way line, S. 41°51'46"E., 38.20 feet to a point on the aforesaid Westerly right-of-way line of North U.S. Highway 41 (State Road No. 41); thence along said Westerly right-of-way line the following two (2) courses: 1) S.47°13'56"W., 349.59 feet; 2) S.47°17'54"W., 1408.79 feet to the Point of Beginning.

Legal Description for Overall Parcel (12/22/2005)

A parcel of land lying in Sections 28 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 28, run thence along the South boundary of the Southwest 1/4 of said Section 28, S. 89° 17' 18" E., 1343.11 feet to a point on the Westerly right-of-way line of North U.S. Highway 41 (State Road No. 41), according to the Florida Department of Transportation Right-of Way Map Section 10060-2211; thence along said Westerly Right-of-Way line, N. 47° 17' 54" E., 5515 feet to the Northeasterly most corner of the Tract "B-1", as shown on the Plat of Mirabay Phase 1A, as recorded in Plat Book 93, page 34, of the Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along the Northerly boundary of said Tract "B-1", the following three (3) courses: 1) N. 70° 53' 43" W., 93.47 feet; 2) S. 47° 17' 54" W.,

133.13 feet; 3) S. 63° 08' 13" W., 42.14 feet; thence N. 24° 03' 17" W., 113.95 feet; thence N. 58° 53' 21" W. 71.42 feet; thence N. 78° 46' 24" W., 58.32 feet; thence N. 61° 06' 34" W., 113.95 feet; thence N. 58° 53' 21" W., 71.42 feet; thence N. 78° 46' 24" W., 58.32 feet; thence N. 30° 39' 03" W., 63.71 feet; thence N. 87° 51' 52" W. 96.58 feet; thence N. 44° 29' 09" W., 85.92 feet; thence N. 06° 04' 00" E., 66.96 feet; thence S. 67° 01' 47" W., 86.70 feet; thence S. 86° 23' 25" W., 62.81 feet; thence N. 82° 44' 11" W., 74.37 feet; thence N. 88° 46' 16" W., 101.89 feet to a point on the Northerly boundary of Tract "B-4", N. 42° 45' 52" W., 54.97 feet to a point on a curve, thence Easterly, 119.33 feet along the arc of a curve to the right having a radius of 560.00 feet and a central angle of 12° 12' 34" (chord bearing N. 84° 12' 48" E., 119.11 feet) to a point of reverse curvature; thence Northeasterly 842.86 feet along the arc of a curve to the left having a radius of 540.00 feet and a central angle of 12° 12' 34" (chord bearing N. 84° 12' 48" E., 119.11 feet) to a point of reverse curvature; thence Northeasterly 842.86 feet along the arc of a curve to the left having a radius of 540.00 feet and a central angle of 89° 25' 49" (chord bearing N. 45° 36' 10" E. 759.87 feet) to a point of tangency; thence N. 00° 53' 15" E., 273.77 feet to a point of curvature; thence Northeasterly 39.10 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89° 47' 40" (chord bearing N. 45° 47' 05" E., 35.29 feet) to a point of tangency on the Southerly right-of-way line of the Additional right-of-way for Leisey Road as recorded in O.R. Book 9954, Page 635, Public Records of Hillsborough County, Florida; thence along the Southerly right-of-way line S. 89° 19' 05" E., 1577.83 feet to a point on the Southerly right-of-way line of the Additional right-of-way for Leisey Road, according to the Florida Department of Transportation right-of-way Map Section 10060-2211; thence along said Southerly right-of-way line, S. 41° 51' 46" E., 38.20 feet to a point on the aforesaid Westerly right-of-way line of North U.S. Highway 41 (State Road No. 41); thence along said Westerly right-of-way line the following two (2) courses: 1) S. 47° 13' 56" W., 349.59 feet; 2) S. 47° 17' 54" W., 1408.79 feet to the POINT OF BEGINNING.

INITIAL SUBMITTED PARCEL

Lots 1 through 19, inclusive, Block 25; Lots 1 through 10, inclusive, Block 26; and Lots 1 through 17, inclusive, Block 27, MIRABAY PHASE 1A, according to the map or plat thereof as recorded in Plat Book 93, Page 34 of the Public records of Hillsborough County, Florida.

TERRABROOK TRACT

Description:

Lots 25 through 40 inclusive, Block 39, Lots 41 through 67 inclusive, Block 39, Lots 1 through 4 inclusive, Block 64, Lots 1 through 9 inclusive, Block 65, Lots 1 through 20 inclusive, Block 66 and Lots 1 through 19 inclusive, Block 202, of APOLLO BEACH UNIT SIX as recorded in Plat Book 37, Page 88 of the Public Records of Hillsborough County, Florida, together with that portion of Canals lying adjacent to said Lots within the boundaries of said APOLLO BEACH UNIT SIX, less the East 30.00 feet of said Lot 4, Block 64,

And

A parcel of land lying in Sections 28, 29, 32 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence on the West boundary thereof N. 00° 12' 21" W., a distance of 60.00 feet; thence N. 89° 16' 27" E., a distance of 780.22 feet to the POINT OF BEGINNING; thence N. 00° 40' 02" W., a distance of 668.48 feet; thence N. 89° 26' 25" E., a distance of 1860.73 feet; thence N. 01° 50' 23" W., a distance of 521.76 feet; thence N. 60° 26' 43" W., a distance of 923.10 feet; thence N. 32° 34' 02" W., a distance of 2731.06 feet to the West boundary of

aforesaid Section 29; thence on said West boundary N. 00°49'11"W., a distance of 1168.20 feet; thence N. 89°25'23"E., a distance of 473.62 feet; thence N.35°29'40"E., a distance of 1492.21 feet to the boundary of Apollo Breach Unit Six, as recorded in Plat Book 37, Page 88 of the Public Records of Hillsborough County, Florida; thence on said boundary the following six (6) courses: 1) S.18°45'57"E., a distance of 77.97 feet; 2) thence N. 89°14'03"E., a distance of 48.52 feet to the beginning of the curve concave Northeasterly having a radius of 1305.00 feet and a central angle of 67°14'01"; 3) thence on the arc of said curve a distance of 1531.35 feet, said arc subtended by a chord which bears S. 57°08'57"E., a distance of 1444.99 feet to the curve's end; 4) thence N. 89°14'03"E., a distance of 1374.19 feet to the beginning of a curve concave Northwesterly having a radius of 788.28 feet and a central angle of 52°33'18"; 5) thence on the arc of said curve a distance of 723.06 feet, said arc subtended by a chord which bears N. 62°57'23"E., a distance of 697.97 feet; 6) thence N. 89°19'32"E., a distance of 442.25 feet; thence departing said boundary S. 00°23'31" E., a distance of 653.88 feet to the point of the North boundary of Tract 63, RUSKIN TOMATO FARMS, as recorded in Plat Book 27, Page 110, of the Public Records of Hillsborough County, Florida; thence on said boundary and on the Easterly extension and the North boundary of Tract 62 of said RUSKIN TOMATO FARMS, N. 89°26'23" E., a distance of 1196.54 feet to the Westerly boundary of the East 269.17 feet to said Tract 62; thence on said Westerly boundary and the Southerly extension thereof S.00°19'54" E., a distance of 1351.57 feet to the North boundary of Tract 71 of said RUSKIN TOMATO FARMS; thence on the North boundary of said Tract 71 N.89°23'14" E., a distance of 338.85 feet to the Northeast corner thereof; thence on the North boundary of Tract 72 of said RUSKIN TOMATO FARMS, N.89°23'57" E., a distance of 1292.45 feet; thence S. 43°09'06" E., a distance of 65.34 feet to the Westerly right-of-way line of U.S. Highway 41 (State Road No. 45); thence on said right-of-way line the following six (6) courses: 1) S.45°56'34"W., a distance of 349.67 feet; 2) thence S. 46°00'41"W., a distance of 3792.95 feet; 3) thence S. 45°56'42"W., a distance of 246.34 feet to the beginning of a curve concave Northwesterly having a radius of 11409.16 feet and a central angle of 04°58'24"; 4) thence on the arc of said curve a distance of 990.33 feet, said arc subtended by a chord which bears S. 48°29'52"W., a distance of 990.01 feet to the curve's end; 5) thence N. 38°31'08"W., a distance of 17.57 feet; 6) thence S. 51°28'52"W., a distance of 124.15 feet; thence departing said right-of-way line S. 89°16'27" W., a distance of 1122.82 feet; thence S. 00°30'18" E., a distance of 896.20 feet to the point of the aforementioned right-of-way line of U.S. Highway 41 (State Road No. 45); thence on said right-of-way line S. 51°28'52"W., a distance of 322.63 feet to the beginning of a curve concave Southeasterly having a radius of 7211.98 feet and a central angle of 03°02'05"; thence continue on said right-of-way line and on the arc of said curve a distance of 382.00 feet, said arc subtended by a chord which bears S. 49°57'49" W., a distance of 381.96 feet; thence departing said right-of-way line S. 89°12'57" W., a distance of 1272.46 feet; thence N. 00°21'14"W., a distance of 1337.20 feet to the South boundary of the Northwest 1/4 of said Section 32; thence on said boundary, S. 89°16'27"W., a distance of 549.40 feet to the POINT OF BEGINNING. LESS road right-of-way for Villemare Road. LESS that portion in use as Right-of-way for U.S. Highway 41.

Containing 753.6 acres, more or less.

ALSO TOGETHER WITH THE FOLLOWING:

**DESCRIPTION:** A parcel of land lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S. 89°22'16" E., 951.33 feet to the POINT OF BEGINNING; thence N. 00°53'15" E., 670.01 feet; thence N. 89°22'16"W., 320.00 feet; thence N. 00°53'15"E., 190.00 feet; thence N. 67°00'00" E., 281.56 feet to a point on a curve; thence Northwesterly, 246.77 feet along the arc of a curve to the left having a radius of 450.00 feet and a central angle of 31°25'13" (chord bearing N. 45°23'45"W., 243.69 feet) to a point of tangency; thence N. 61°06'22"W., 145.48 feet; thence along a

line lying 30.00 feet East of and parallel with the Easterly right-of-way line of Golf and Sea Boulevard, according to the plat of GOLF AND SEA VILLAGE UNIT ONE A RESUBDIVISION OF A PORTION OF APOLLO BEACH UNIT SIX, as recorded in Plat Book 59, Page 47, Public Records of Hillsborough County, Florida, S. 28°53'38"W., 111.52 feet; thence N. 61°06'22"W., 30.00 feet to the Southeast corner of said Golf and Sea Boulevard; thence along the Easterly right-of-way line of said Golf and Sea Boulevard, N. 28°53'38"E., 223.96 feet to the point on the North boundary of the property as described in Official Records Book 5660, Page 1028, Public Records of Hillsborough County, Florida; thence along said North boundary, S. 89°22'52"E., 2.98 feet to a point on a curve; thence Southerly, 27.71 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 63°30'45" (chord bearing S. 29°20'59"E., 26.32 feet) to a point of tangency; thence S. 61°06'22"E., 150.48 feet to the point of curvature; thence Southeasterly, 595.10 feet along the arc of a curve to the right having a radius of 550.00 feet and a central angle of 61°59'37" (chord bearing S. 30°06'33"E., 566.49 feet) to a point of tangency; thence S. 00°53'15"W., 743.24 feet; thence N. 89°22'16"W., 100.00 feet to the POINT OF BEGINNING.

Containing 5.126 acres, more or less.

LESS AND EXCEPT:

That portion of Tract 52 and Tract 53, of the aforesaid RUSKIN TOMATO FARMS, lying Northwesterly of the centerline of a drainage canal which, from the South boundary of said Tract 52, runs Northeasterly through said Tract 52 and Tract 53 to its intersection with the Southerly boundary of the aforesaid APOLLO BEACH UNIT SIX.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: That part of TRACTS 71 AND 72 of RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S. 89° 22' 16" E., 1083.33 feet to the point of the West boundary of the East 269.17 feet of said TRACT 62; thence along said West boundary of the East 269.17 feet of Tract 62, S. 00° 53' 15" W., 1354.39 feet to the point on the Southerly right-of-way line of Leisey Road, also being the North boundary of said TRACT 71, and also being the POINT OF BEGINNING; thence along said Southerly right-of-way line and said North boundary of TRACT 71, and the North boundary of the aforesaid TRACT 72, S. 89° 19' 05" E., 1562.31 feet to the intersection right-of-way for Leisey Road with U.S. Highway No. 41 (S.R. 45); thence along said intersection right-of-way line, S. 41° 51' 46" E., 27.15 feet, thence along a line lying 20.00 feet South of and parallel with the aforesaid Southerly right-of-way line of Leisey Road, N. 89° 19' 05" W., 1705.37 feet; thence N. 00° 40' 55" E., 20.00 feet to a point on the aforesaid Southerly right-of-way line of Leisey Road and aforesaid North boundary of TRACT 71; thence along said Southerly right-of-way line and said North boundary of Tract 71, S. 89° 19' 05" E., 124.70 feet to the POINT OF BEGINNING.

Containing 0.779 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: That part of TRACT 62 of RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more

particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S. 89° 22' 16" E., 951.33 feet to the POINT OF BEGINNING thence continue along said North boundary, S. 89° 22' 16" E., 100.00 feet to a point on the West boundary of the East 269.17 feet of said TRACT 62; thence along said West boundary of the East 269.17 feet of Tract 62, S. 00° 53' 15" W., 1354.39 feet to a point on the Southerly right-of-way line of Leisey Road; thence along said Southerly right-of-way line, N. 89° 19' 05" W., 124.70 feet; thence N. 00° 40' 55" E., 60.00 feet to a point of curvature; thence, Northeasterly, 39.18 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89° 47' 40" (chord bearing N. 45° 47' 05" E., 35.29 feet) to a point of tangency; thence along a line lying 100.00 feet West of and parallel with the aforesaid West boundary for the East 269.17 feet of Tract 62, N. 00° 53' 15" E., 1269.38 feet to the POINT OF BEGINNING.

Containing 3.146 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, also being the North boundary of TRACT 62 of RUSKIN TOMATO FARMS, as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, S. 89° 22' 16" E., 951.33 feet to the POINT OF BEGINNING; thence N. 00° 53' 15" E., 743.69 feet to a point of curvature; thence Northwesterly, 486.90 feet along the arc of a curve to the left having a radius of 450.00 feet and a central angle of 61° 59' 39" (chord bearing N. 30° 06' 33" W., 463.49 feet) to a point of tangency; thence N. 61° 06' 22" W., 150.48 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 and a central angle of 90° 00' 00" (chord bearing S. 73° 53' 38" W., 35.36 feet) to a point of cusp on the Easterly right-of-way line of Golf and Sea Boulevard, according to the plat of GOLF AND SEA VILLAGE UNIT ONE A RESUBDIVISION OF A PORTION OF APOLLO BEACH UNIT SIX, as recorded in Plat Book 59, Page 47, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line of Golf and Sea Boulevard, N. 28° 53' 38" E., 137.44 feet to a point on the North boundary of the property as described in Official Records Book 5660, Page 1028, Public Records of Hillsborough County, Florida; thence along said North boundary, S. 89° 22' 52" E., 2.98 feet to a point on a curve; thence Southerly, 27.71 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 63° 30' 45" (chord bearing S. 29° 20' 59" E., 26.32 feet to a point of tangency; thence S. 61° 06' 22" E., 150.48 feet to a point of curvature; thence Southeasterly, 595.10 feet along the arc of a curve to the right having a radius of 550.00 feet and a central angle of 61° 59' 37" (chord bearing S. 30° 06' 33" E., 566.49 feet) to a point of tangency; thence S. 00° 53' 15" W., 743.24 feet; thence N. 89° 22' 16" W., 100.00 feet to the POINT OF BEGINNING.

Containing 3.357 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING: (Wolf Branch Creek Parcel)

DESCRIPTION: A parcel of land lying in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being a portion of that property described in Official Records Book 7623, Page 1581, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 32, run thence S. 89° 25' 58" E., 1329.61 feet along the North boundary of the Southwest 1/4 of said Section 32; thence S. 00° 55' 56" W., 1050.02 feet to the POINT OF BEGINNING; thence N. 89° 41' 23" E., 3.36 feet; thence S. 01° 05' 51" W., 128.01 feet; thence S. 48° 54' 00" E., 120.00 feet; thence N. 89° 30' 36" E., 1228.61 feet to a point on a curve on the Westerly right-of-way line of U.S. Highway No. 41 (State Road No. 45); thence Southwesterly, 32.90 feet along the arc of a curve to the left having a radius of 7211.97 feet and a central angle of 00° 15' 41" (chord bearing S. 50° 04' 43" W.); thence S. 89° 57' 38" W., 441.94 feet; thence S. 43° 35' 32" E., 24.57 feet; thence N. 89° 28' 12" W., 873.42 feet; thence N. 00° 55' 56" E., 227.52 feet to the POINT OF BEGINNING.

Containing 0.842 acres, more or less.

All Lots in Blocks 42, 43, 44, 45, 46, 47, 48, 49, 60, 61, 62 and 63, MIRABAY PARCEL 7 PHASE 1, according to the plat thereof as recorded in Plat Book 95, Page 84, of the Public Records of Hillsborough County, Florida.

All of Tracts "A-7", "C-1", "D-1A", "D-1B", "D-1C", "D-14", "D-14A" and "D-15" of MIRABAY PARCEL 7 PHASE 1, according to the plat thereof as recorded in Plat Book 95, Page 84, of the Public Records of Hillsborough County, Florida.

All of Tracts "A-7" and "D-14" of MIRABAY PARCEL 7 PHASE 1A, according to the Plat thereof as recorded in Plat Book 96, Page 35, of the Public Records of Hillsborough County, Florida.

MIRABAY PARCEL "5B"  
BAYFAIR REMAINDER PARCEL

DESCRIPTION: A parcel of land lying in Sections 28, 29, 32 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida, particularly lying within TRACT "T-3", of MIRABAY PHASE 1A, according to the plat thereof as recorded in Plat Book 93, Page 34, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 33, run thence along the West boundary of the Northwest 1/4 of said Section 33, S. 00° 31' 06" W., 41.17 feet to a point on the Northerly boundary of said TRACT "T-3", said point also being the **POINT OF BEGINNING**; thence along said Northerly boundary of TRACT "T-3", WEST, 1531 feet; thence NORTH, 137.00 feet to a point of curvature; thence Northerly, 17.00 feet along the arc of a curve to the right having a radius of 23.00 feet and a central angle of 42° 20' 33" (chord bearing N. 21° 10' 17" E., 16.61 feet); thence NORTH, 377.36 feet to a point of curvature; thence Northerly 11.88 feet along the arc of a curve to the right having a radius of 23.00 feet and a central angle of 29° 35' 31" (chord bearing N. 14° 47' 45" E., 11.75 feet); thence NORTH, 52.84 feet to a point on a curve; thence Northerly, 20.20 feet along the arc of a curve to the right having a radius of 23.00 feet and a central angle of 50° 19' 20" (chord bearing N. 10° 32' 29" E., 19.56 feet) to a point of compound curvature; thence Northeasterly, 12.77 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 20° 54' 08" (chord bearing N. 46° 09' 13" E., 12.70 feet) to a point on a curve on the Southwesterly boundary of TRACT "A-7" (Mirabay Boulevard) according to said plat of MIRABAY PHASE 1A; thence along said Southwesterly boundary of TRACT "A-7" (Mirabay Boulevard) the following seven (7) courses: 1) Easterly, 54.59 feet along the arc of a curve to the left having a radius of 1025.00 feet and a central angle of 03° 03' 05" (chord bearing S. 73° 06' 32" E., 54.58 feet) to a point of reverse curvature; thence 2) Southeasterly, 152.28 feet along the arc of a curve to the right having a radius of 385.00 feet and a central angle of 22° 39' 46" (chord bearing S. 63° 18' 12" E., 151.29 feet) to a point of reverse curvature; 3) Southeasterly, 29.40 feet along the arc of a curve to the left having a radius of 200.00 feet and a central angle of 08° 25' 24" (chord bearing S. 56° 11' 01" E., 29.38

feet) to a point of reverse curvature; 4) Southeasterly, 3.55 feet along the arc of a curve to the right having a radius of 396.00 feet and a central angle of 00° 30' 49" (chord bearing S. 60° 08' 18" E., 3.55 feet) to a point of compound curvature; 5) Southeasterly, 35.40 feet along the arc of a curve to the right having a radius of 78.00 feet and a central angle of 26° 00' 18" (chord bearing S. 46° 52' 45" E., 35.10 feet) to a point of reverse curvature; 6) Southeasterly, 69.63 feet along the arc of a curve to the left having a radius of 172.00 feet and a central angle of 23° 11' 38" (chord bearing S. 45° 28' 25" E., 69.15 feet) to a point of reverse curvature; 7) Southeasterly, 84.04 feet along the arc of a curve to the right having a radius of 200.00 feet and a central angle of 24° 04' 30" (chord bearing S. 45° 01' 59" E., 83.42 feet) to the Southerlymost corner of said TRACT "A-7" (Mirabay Boulevard); thence along the Southwesterly right-of-way line of MIRABAY BOULEVARD, according to said plat of MIRABAY PHASE 1A, the following three (3) courses: 1) continue Southeasterly, 4.23 feet along the arc of said curve to the right having the same radius of 200.00 feet and a central angle of 01° 12' 41" (chord bearing S. 32° 23' 24" E., 4.23 feet) to a point of compound curvature; 2) Southerly, 218.57 feet along the arc of a curve to the right having a radius of 394.00 feet along the arc of a curve to the right having a radius of 394.00 feet and a central angle of 31° 47' 03" (chord bearing S. 15° 53' 32" E., 215.78 feet) to a point of tangency; 3) SOUTH, 89.48 feet to the Northeast corner of the aforesaid TRACT "T-3"; thence along the aforesaid Northerly boundary of TRACT "T-3", WEST, 31.75 feet; thence continue along said Northerly boundary of TRACT "T-3" and the Southwesterly prolongation thereof, S. 63° 00' 00" W., 194.08 feet; thence continue along said Northerly boundary of TRACT "T-3" and the Easterly prolongation thereof, WEST, 212.03 feet to the **POINT OF BEGINNING**.

Containing 4.715 acres, more or less.

Lot 16, Block 21; Lot 44, Block 22 and Lots 13 and 14, Block 24, of MIRABAY PHASE 1B-1/2A-1/3B-1, according to the plat thereof as recorded in Plat Book 94, Page 41, of the Public Records of Hillsborough County, Florida. ("Restricted Lots")

All Lots in Block 16, MIRABAY PHASE 2A-2, according to the plat thereof as recorded in Plat Book 98, Pages 68 through 72 of the Public Records of Hillsborough County Florida.

Lot 19, Block 16 of MIRABAY PHASE 2A-2, according to the plat thereof as recorded in Plat Book 98, Pages 68 through 72, of the Public Records of Hillsborough County, Florida. ("Restricted Lot")

Mirabay Phase 2A-3, as recorded in Plat Book 105, Pages 12 thru 19, of the Public Records of Hillsborough County, Florida, shall be held, sold and conveyed subject to the Declaration of Covenants, Restrictions and Easements for MiraBay, recorded in Official Records Book 12837, Page 1725, of the Public Records of Hillsborough County, Florida.

Mirabay Parcel 7, Phase 2, as recorded in Plat Book 101, Page 30 and Mirabay Phase 2A-4, as recorded in Plat Book 101, Page 201, of the Public Records of Hillsborough County, Florida.

Mirabay Parcel 7, Phase 3, as recorded in Plat Book 112, Page 126 to 132, of the Public Records of Hillsborough County, Florida.

All Lots in Blocks 30, 31, 32, 33, 35 and 36 MIRABAY PHASE 3B-2, according to the plat thereof as recorded in Plat Book 98, Pages 54 through 67 of the Public Records of Hillsborough County, Florida.

Lot 16, Block 31; Lots 11 and 16, Block 32; Lots 8, 11 and 12, Block 33; and Lots 10, 12 and 38, Block 35 of Mirabay PHASE 3B-2, according to the plat thereof as recorded in Plat Book 98, Pages 54 through 67, of the Public Records of Hillsborough County, Florida. ("Restricted Lots")

Mirabay Phase 3C-1, as recorded in Plat Book 102, Page 164, of the Public Records of Hillsborough County, Florida.
Mirabay Phase 3C-2, as recorded in Plat Book 104, Page 166 to 174 of the Public Records of Hillsborough County, Florida.
Mirabay Phase 3C-3, as recorded in Plat Book 107, Pages 26 to 37, of the Public Records of Hillsborough County, Florida.
MIRABAY MULTI-FAMILY PARCEL 22 (2/24/2006)
<p>DESCRIPTION: A parcel of land lying in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:</p> <p>Commence at the Northwest corner of the Southwest 1/4 of said Section 32, said point also lying on the South right-of-way line of VILLEMAIRE ROAD, as recorded in Deed Book 1106, Page 310, of the Public Records of Hillsborough County, Florida, run thence along said South right-of-way line, the following three (3) courses: 1) along the North boundary of the aforesaid Southwest 1/4 of Section 32, S. 89°25'58"E., 2133.00 feet to the <b>POINT OF BEGINNING</b>; 2) along said North boundary of the Southwest 1/4 of Section 32, continue, S. 89°25'58"E., 521.46 feet to the Northwest corner of the Southeast 1/4 of said Section 32; 3) along the North boundary of said Southeast 1/4 of Section 32, continue, S. 89°25'58"E., 492.97 feet; thence S. 00°46'29"W., 836.58 feet to a point on the Westerly right-of-way line of U.S. Highway No. 41 (State Road No. 45); thence along said Westerly right-of-way line, the following two (2) courses: 1) S. 52°46'06"W., 315.97 feet to a point of a curvature; 2) Southwesterly, 322.10 feet along the arc of a curve to the left having a radius of 7211.97 feet and a central angle of 02°33'32" (chord bearing S. 51°29'20"W., 322.07 feet) to a point on the North boundary of that parcel described in Official Records Book 7623, Page 1581, of the Public Records of Hillsborough County, Florida; thence along said North boundary, S.89°30'36"W., 499.49 feet; thence NORTH (N.00°00'00"E.), 1242.54 feet to the <b>POINT OF BEGINNING</b>.</p>
Mirabay Phase 6B, as recorded in Plat Book 108, Page 217, of the Public Records of Hillsborough County, Florida.
ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lots 2, 3, 5 and 6 of Block 70; Lot 4 of Block 71, and Lot 4 of Block 89, as shown on that certain Final Plat of MIRABAY PARCELS 21 AND 23, recorded November 14, 2006, in Plat Book 110, Page 261, et seq., in the Public Records of Hillsborough County, Florida, as such plat may be revised and amended from time to time.
ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 5, Block 71, Lot 4, Block 72 and Lot 3, Block 89, MIRABAY PARCELS 21 AND 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, through 276, of the Public Records of Hillsborough County, Florida.
ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 8, Block 70 and Lot 5, Block 89 and Lot 5, Block 90, MIRABAY PARCELS 21 AND 23, according to the map or



plat thereof recorded in Plat Book 110, Pages 261 through 276 of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 6, Block 71, MIRABAY PARCELS 21 AND 23, according to the map or plat thereof recorded in Plat Book 110, Pages 261 through 276, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 4, Block 70 and Lots 5 and 6, Block 73, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lots 4, 5 and 6, Block 74, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lots 1 and 2, Block 73 and Lot 6, Block 88, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lots 5 and 6, Block 72 and Lot 1, Block 88, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 5, Block 87, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 1, Block 87, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 2, Block 87 and Lot 5, Block 88, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 6, Block 87, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 3, Block 88, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 1, Block 86, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lots 1 and 2, Block 75 and Lot 1, Block 76, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lots 1 and 2, Block 75 and Lot 1, Block 76, MIRABAY Parcels 21 and 23, according to the map or plat thereof recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lots 4 and 5, Block 75, MIRABAY PARCELS 21 and 23, according to the map or plat thereof, recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 3, Block 75 and Lots 1, 2, 4 and 5, Block 85, MIRABAY PARCELS 21 AND 23, according to the map or plat thereof, as recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 6, Block 75, Lots 3 and 6, Block 85, and Lots 2 and 3, Block 86, MIRABAY PARCELS 21 AND 23, according to the map or plat thereof, as recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 9, Block 70 and Lots 2, 4, 5 and 6, Block 76, MIRABAY PARCELS 21 AND 23, according to the map or plat thereof, as recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

Lots 1 and 10, Block 70, Lots 1 and 2, Block 77 and Lots 1 and 2, Block 84, MIRABAY PARCELS 21 AND 23, according to the plat thereof, recorded in Plat Book 110, Pages 261 through 276, inclusive, of the Public Records of Hillsborough County, Florida.

Lots 1 and 2, Block 81, Lots 5, 6, 7 and 8, Block 82, Lots 5 and 6, Block 83 and Lots 5 and 6, Block 84, MIRABAY PARCELS 21 AND 23, according to the plat thereof, recorded in Plat Book 110, Pages 261 through 276, inclusive, of the Public Records of Hillsborough County, Florida.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly identified as Lot 3, Block 75 and Lots 1, 2, 4 and 5, Block 85, MIRABAY PARCELS 21 AND 23, according to the map or plat thereof, as recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida.

Lots 1 and 10, Block 70, Lots 1 and 2, Block 77 and Lots 1 and 2, Block 84, MIRABAY PARCELS 21 AND 23, according to the plat thereof, recorded in Plat Book 110, Pages 261 through 276, inclusive, of the Public Records of Hillsborough County, Florida.

Lots 1 and 2, Block 81, Lots 5, 6, 7 and 8, Block 82, Lots 5 and 6, Block 83 and Lots 5 and 6, Block 84, MIRABAY PARCELS 21 AND 23, according to the plat thereof, recorded in Plat Book 110, Pages 261 through 276, inclusive, of the Public Records of Hillsborough County, Florida.

Lots 3 through 6, Block 77; All of Blocks 78, 79 and 80; Lots 3, 4, 5 and 6, Block 81; Lots 1, 2, 3 and 4, Block 82; Lots 1, 2, 3 and 4, Block 83; Lots 3 and 4, Block 84, MIRABAY PARCELS 21 AND 23, according to the plat thereof, as recorded in Plat Book 110, Page 261, Public Records of Hillsborough County, Florida.

and

Any portion of the property described on the plat of MIRABAY PARCELS 21 AND 23, according to the plat thereof, as recorded in Plat Book 110, Page 261, of the Public Records of Hillsborough County, Florida, which has not heretofore been submitted to the Declaration, if any.

Lots 1, 2 and 3, Block 101, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 102, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1 and 2, Block 103, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 104, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 105, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 106, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 107, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 108, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 202, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2, 3 and 4, Block 301, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2, 3 and 4, Block 302, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2, 3 and 4, Block 303, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 304, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2, 3 and 4, Block 305, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1 and 2, Block 306, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2, 3 and 4, Block 307, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1 and 2, Block 308, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 309, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Page 217, Public Records of Hillsborough County, Florida.

Lots 1, 2, 3, 4 and 5, Block 401, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Page 217, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 402, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 403, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 404, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1 and 2, Block 405, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 406, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 407, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 408, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 409, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Tracts A-16 through A-23, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Tracts B-24 through B-31, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 101, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

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Lots 1 and 2, Block 103, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

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Lots 1, 2 and 3, Block 107, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 108, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2 and 3, Block 202, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

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Lots 1 and 2, Block 306, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

Lots 1, 2, 3 and 4, Block 307, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.

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Tracts B-24 through B-31, TOWNHOMES AT COMPASS POINTE, according to the map or plat thereof as recorded in Plat Book 108, Pages 217 through 228, Public Records of Hillsborough County, Florida.



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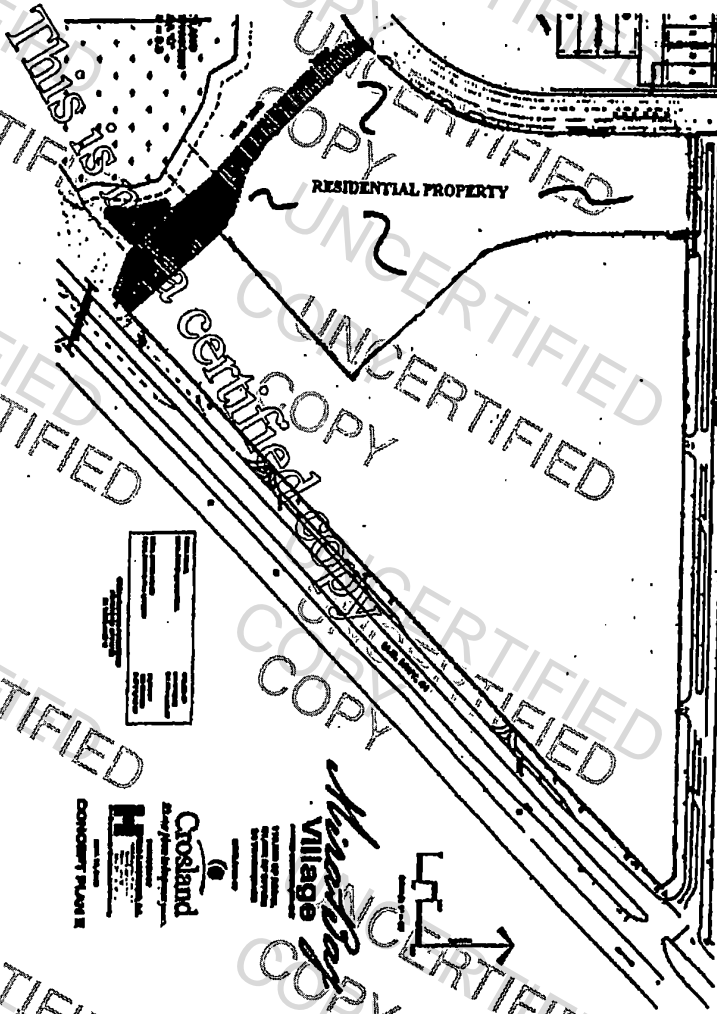
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**EXHIBIT B**  
Depiction of Residential Property



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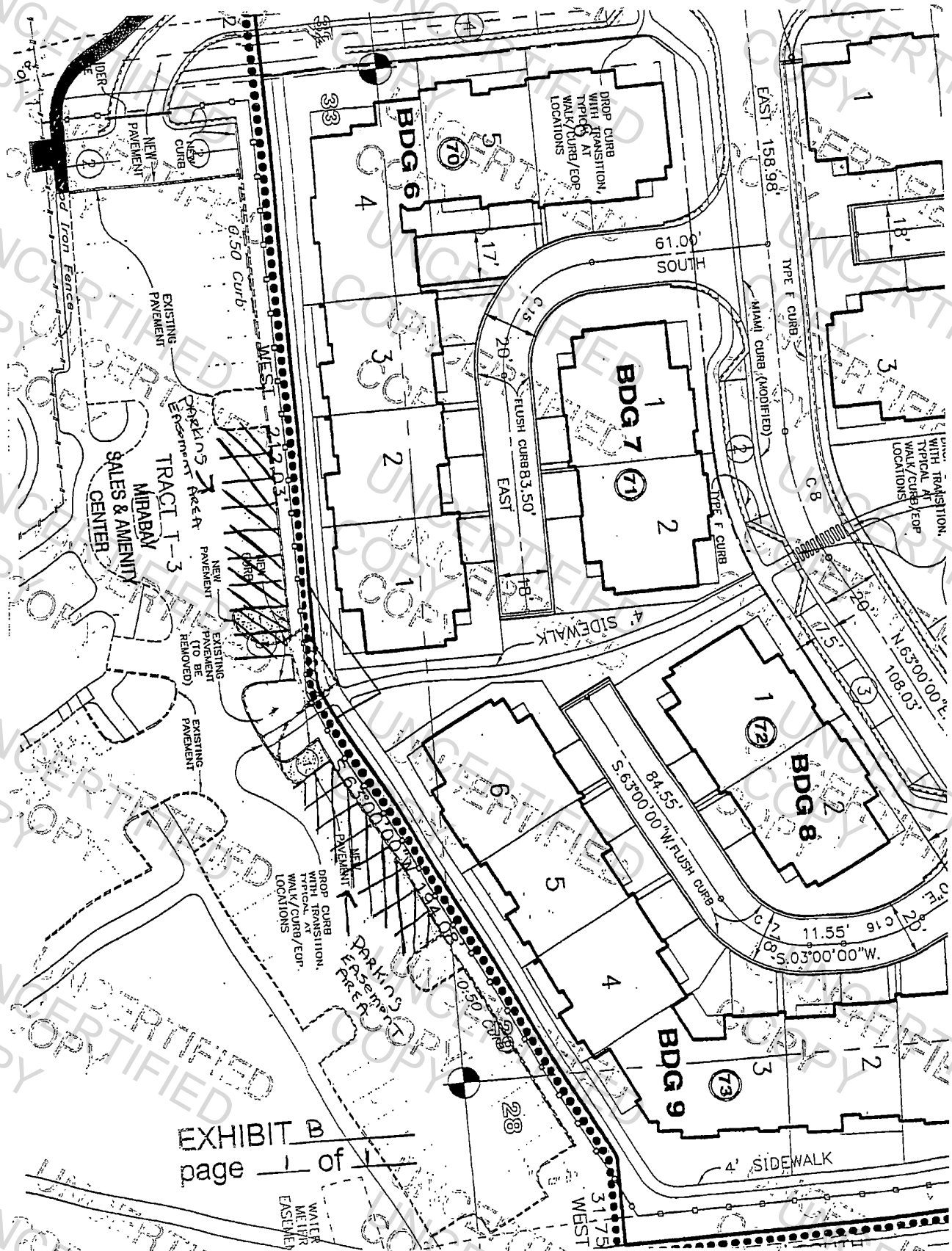


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page 1 of 1

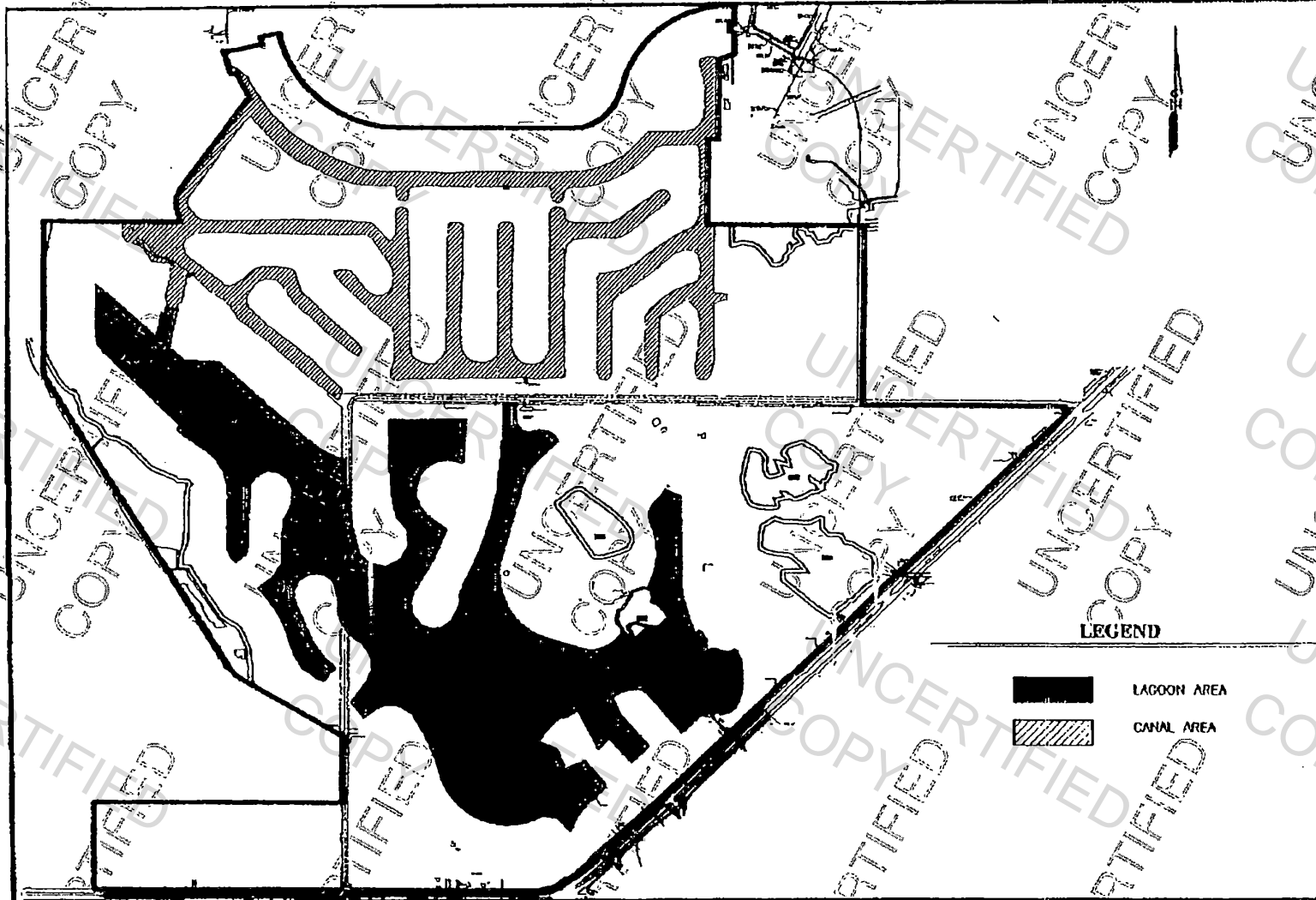


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# State of Florida



Department of State

OR BK 12837 PG 1768

I certify the attached is a true and correct copy of the Articles of Incorporation of MIRABAY HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on June 26, 2002, as shown by the records of this office.

The document number of this corporation is N02000004876.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-sixth day of June, 2002



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

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ARTICLES OF INCORPORATION  
OF  
MIRABAY HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporation hereby adopts the following Articles of Incorporation for the purpose of forming a corporation not-for-profit under the "Florida Not-For-Profit Corporation Act."

ARTICLE 1

CORPORATE NAME

The name of the Corporation shall be MIRABAY HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association." The initial principal office and mailing address of the Association shall be 3505 Frontage Road, Suite 145, Tampa, Florida 33607

ARTICLE 2

DURATION

The duration of the Association shall be perpetual.

ARTICLE 3

DEFINITIONS

The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions, and Easements for Mirabay (the "Declaration") to be recorded by Declarant in the Public Records of Hillsborough County, Florida, unless herein provided to the contrary or unless the context otherwise requires.

RECORDED  
04-26 PM 1:03  
TAMPA, FLORIDA



OR BK 12837 PG 1770

ARTICLE 4

COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

ARTICLE 5

PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's income or profit is distributable to its Members, Directors, or Officers.

The purposes for which the Association is formed are:

1. To own, operate, maintain, preserve or replace, and to provide architectural control over, the Lots and Common Property located in the property situate in Hillsborough County, Florida, known as Mirabay and described in the Declaration; and
2. To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and
3. Such other purposes as the Board of Directors of the Association may determine are appropriate to carry out the intent of the Declaration as it may be amended from time to time.

The powers of the Association that may be exercised by the Board of Directors are:

- (a) all powers which are necessary or convenient to carry out the above purposes;

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- (b) all powers granted in the Declaration;
- (c) all powers enumerated in Section 617.0302 of the Florida Statutes and all powers granted homeowners associations in Section 720.303, as those sections are in effect on the date of commencement of the corporate existence of the Association, and any other powers subsequently included in that section or any other section of the Florida Statutes which enumerates powers that a non-profit corporation or a homeowners association may have, provided the powers shall be exercised in a manner consistent with the Declaration.

The foregoing enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

ARTICLE 6

BOARD OF DIRECTORS

6.1. NUMBER AND QUALIFICATIONS. The business and affairs of the Association shall be managed and governed by a Board of Directors. The number and method of appointing and electing Directors is set forth in the By-laws.

6.2. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Declaration, these Articles of Incorporation and the By-laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Members only when such approval is specifically required.

6.3. ELECTION; REMOVAL. The initial Directors shall be elected or

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appointed by the incorporator. All Directors other than the initial Directors shall be elected or appointed in the manner determined by and subject to the qualifications set forth in the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-laws.

ARTICLE 7

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are officers or directors shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof that authorized the contract or transaction, or solely because such Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorized the contract or transaction.

ARTICLE 8

OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the By-laws. The Officers shall be elected and removed and vacancies filled as provided in the By-laws.

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ARTICLE 9

MEMBERSHIP

Until the Declaration is recorded and a Lot is conveyed by Declarant to another Owner, the initial and sole Member shall be Declarant. Thereafter the Members shall be those parties identified in the Declaration as Members. There shall be two classes of membership as set forth in the Declaration. The manner of termination and the transferability or nontransferability of membership is set forth in the Declaration.

ARTICLE 10

AMENDMENT

Amendments to these Articles of Incorporation shall be made in the following manner:

10.1. PROPOSAL. Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

10.2. ADOPTION. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one third (1/3) of the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all the Members represented at a meeting at which a quorum of Members is present.

10.3. LIMITATION. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in the Articles of Incorporation hereof entitled "PURPOSES AND POWERS" and

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"INDEMNIFICATION," respectively, without the approval in writing of all Members and the joinder of the Declarant. No amendment shall be made that is in conflict with the Declaration or By-laws, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment.

10.4. DECLARANT'S AMENDMENT. The Declarant may amend these Articles of Incorporation consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

10.5. RECORDING. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Hillsborough County, Florida.

#### ARTICLE 11

##### BY-LAWS

The initial By-laws of the Association shall be adopted by the Board of Directors and may be altered, amended, rescinded in the manner provided in the By-laws.

#### ARTICLE 12

##### INCORPORATOR

The name and address of the incorporator of the Association is:

Mr. Brian Sewell  
3505 Frontage Road, Suite 145  
Tampa, Florida 33607

#### ARTICLE 13

##### INDEMNIFICATION

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The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article. The indemnification provided by this Article shall not be deemed exclusive of any other rights to

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which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article. Notwithstanding anything herein to the contrary, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 14

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is: 3505 Frontage Road, Suite 145, Tampa, Florida 33607, and the name of the initial registered agent of the Association at said address is: Mr. Brian Sewell.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 25<sup>th</sup> day of June, 2002.

  
 Brian Sewell  
 Incorporator

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CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS  
WITHIN THIS STATE, NAMING AGENT UPON BK 12837 PG 1777  
WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida, the corporation named  
in the foregoing Articles of Incorporation has named Mr. Brian Sewell, whose address is 3505  
Frontage Road, Suite 145, Tampa, Florida 33607, County of Hillsborough, State of Florida,  
as its statutory registered agent. This address is identical with the registered office identified  
in said Articles. Having been named registered agent of said corporation at the place  
designated in this certificate, I state that I am familiar with and hereby accept the obligations  
of that position and agree to act in that capacity, and agree to comply with the provisions of  
Florida law relative to keeping the registered office open.

Dated this 25<sup>th</sup> day of June, 2002.

  
Brian Sewell  
Registered Agent

FILED  
JUN 26 PM 1:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



OR BK/12837 PG 1778

BY-LAWS  
OF  
MIRABAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME, PURPOSE AND LOCATION

SECTION 1.1. Name. The name of the corporation is Mirabay Homeowners Association, Inc. (hereinafter referred to as the "Association"). The Association is a not-for-profit corporation organized and existing under the "Florida Not For Profit Corporation Act," Chapter 617 of the Florida Statutes.

SECTION 1.2. Purposes. The Association has been incorporated for the purposes set forth in the Articles of Incorporation of Mirabay Homeowners Association, Inc., including, but not limited to, the general purposes of administering, managing, operating, maintaining and preserving a residential community known as Mirabay situate in Hillsborough County, Florida, and governed by that certain Declaration of Covenants, Restrictions, and Easements of Mirabay as recorded in the Public Records for Hillsborough County, Florida, and as may be amended from time to time.

SECTION 1.3. Location of Principal Office. The principal office of the Association shall initially be located at such place as specified in the Articles of Incorporation and may be relocated from time to time to such location as designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

SECTION 2.1. Definitions. For ease of reference: (a) these By-laws shall be referred to as the "By-laws", (b) the Articles of Incorporation of the Association as the "Articles", (c) the Declaration of Covenants, Restrictions, and Easements for Mirabay, to be recorded in the Public Records of Hillsborough County, Florida, as the "Declaration", (d) the Florida Not For Profit Corporation Act, Chapter 617 of the Florida Statutes, as the "Florida Not For Profit Corporation Act"; (e) Chapter 720 of the Florida Statutes governing homeowners' associations shall be referred to as the "Florida Homeowners' Association Act"; (f) the Florida Not for Profit Corporation Act and the Florida Homeowners' Association Act shall collectively be referred to as the "Governing Statutes". The terms used in these By-laws shall have the same definition and meaning as those set forth in the Declaration unless herein provided to the contrary, or unless the context otherwise requires.

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ARTICLE III  
MEMBERSHIP AND VOTING

SECTION 3.1. Membership. The Members of the Association shall be those parties identified in the Declaration as Members.

SECTION 3.2. Voting. Each Lot shall have allocated and appurtenant to it the number of votes specified in the Declaration for Lots owned by Class A and Class B Members. In addition, each acre of land owned by Declarant in the Development Area shall be allocated and entitled to the number of votes specified in the Declaration. The Section of the Declaration titled "Membership Classes and Voting Rights" is incorporated in this Section of the By-Laws by reference, and should be referred to for a more detailed description of the voting rights. The vote to which any Lot is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of the Declaration and the following:

(a) In the event an Owner is one person, that person's right to vote shall be established by the recorded title to the Lot at issue.

(b) In the event a Lot is owned by more than one person or entity, those persons or entities shall sign a voting certificate designating one of them for the purpose of casting the vote that is appurtenant to their Lot; in the event any such voting certificate is not filed with the Association, the vote to which such Lot is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

(c) In the event a Lot is owned by an entity other than Declarant, such entity shall designate a partner, officer, fiduciary, or employee of the entity to cast the vote that is appurtenant to the subject Lot; the voting certificate for such Lot shall be signed by any duly authorized partner or officer of the entity.

(d) With respect to Lots and other land owned by Declarant within the Development Area, any officer or agent of Declarant present at a meeting or signing a proxy may cast the Declarant's vote.

(e) Notwithstanding anything to the contrary contained in these By-laws, in the event a Lot is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their Lot: (i) The husband and wife may, but shall not be required to, designate one of them as the voting member; (ii) In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their Lot, and if both persons are present at any regular or special meeting of the

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Members and are unable to concur in their decision upon any subject requiring a vote of the Members; such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and (iii) In the event the husband and wife do not designate one of them as the person entitled to cast the vote appurtenant to their Lot, and only one of them is present at any meeting, the member present may cast the vote to which their Lot is entitled, without establishing the concurrence of the absent member.

The voting rights of Members other than Declarant shall be subject to any right of the Association pursuant to the Declaration to suspend such voting rights.

**SECTION 3.3. Voting Certificate and Ledger.** All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Lot, each Member who is designated to vote on behalf of such Lot.

**SECTION 3.4. Quorum.** The presence of designated voting Members holding thirty percent (30%) of all of the votes (including those to which Declarant is entitled) eligible to be cast by the Members, either in person or by proxy, shall be necessary to constitute a quorum at any meeting of Members. A majority of votes (including those to which Declarant is entitled) of the Members present either in person or by proxy at any meeting of the Association when a quorum is present shall decide any matter to be determined by the Members, unless otherwise provided by the Articles, By-laws or Declaration, in which event the voting percentage required by such other provision shall control.

**SECTION 3.5. Adjourned Meetings.** In the event less than a quorum is present at any annual or special meeting of the Members, the President may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. Notwithstanding anything to the contrary contained in these By-laws, notice to Members of adjourned meetings shall be required only if required under the provisions of the Governing Statutes.

**SECTION 3.6. Proxies.** Any member of the Association who is entitled to cast the vote for a Lot may, by written proxy, authorize another person to vote on behalf of such Lot. Any such written proxy shall comply with the provisions of the Governing Statutes. The Board of Directors may, in its discretion, prescribe a form for written proxies. Any proxy must be filed with the Secretary before the appointed time of the particular meeting for which the proxy is given in order for the proxy to be effective. A proxy may be revoked by the person executing it prior to the time a vote is cast pursuant to such proxy. A proxy shall be valid only for the meeting for which it is given as specified therein, and any adjournment of such meeting.

**SECTION 3.7. Annual Meeting.** The annual meeting of the Members of the Association shall be held on the first Tuesday in March of each year, or on such other date as may be determined by the Board of Directors, for the purpose of electing Directors and transacting any other business that may be transacted by the Members; provided, however, that, if

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that day is a legal holiday, the annual meeting shall be held on the next secular day. The annual meeting shall be held at a time and place within Hillsborough County, Florida, as the Board of Directors shall designate.

SECTION 3.8. Special Meetings. Special meetings of the Members of the Association shall be called by the Board of Directors or upon the written request of the Members who are entitled to vote at least one-third (1/3) of all of the votes eligible to be cast by the Members. Special meetings of members shall be held on such date, and at such time and place in Hillsborough County, Florida, as the Board of Directors shall designate.

SECTION 3.9. Notice of Meetings. A written notice of the date, time, place and purpose of all annual and special meetings of Members shall be given to each Member, either personally or by mail at the Member's last known address as it appears on the books and records of the Association. Any such notice shall be given to the Members not less than fifteen (15) and not more than forty (40) days before the meeting to which the notice pertains. If notice is given by mail, it shall be effective five days after deposit in a mail receptacle maintained by the United States Postal Service. In the event any Member desires that notice be mailed to an address other than the address that appears on the books and records of the Association, such Member shall file a written request with the Secretary that notices intended for that Member be mailed to some other address, in which case notices shall be mailed to the address designated in such request. Additionally, the Secretary of the Association shall cause one or more copies of any such written notice to be posted in a conspicuous place or places within Mirabay at least fifteen (15) days prior to the meeting for which the notice is given.

SECTION 3.10. Waiver of Notice. Notwithstanding anything to the contrary contained in the Articles, the Declaration or these By-laws, notice of any regular or special meeting of Members may be waived by any Member before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Member's receipt of notice of such meeting.

SECTION 3.11. Action Without a Vote or Meeting. Any action required or permitted to be taken by the Members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Members having the requisite number of votes and entitled to vote on such action. The procedures and requirements for such written consents shall be in accordance with the Governing Statutes.

SECTION 3.12. Minutes of Meetings. The minutes of all meetings of Owners shall be kept in a book available for inspection by Owners, or their authorized representatives, and by

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Directors at reasonable times.

ARTICLE IV  
BOARD OF DIRECTORS

SECTION 4.1. Number of Directors. The business and affairs of the Association shall be managed and governed by a Board of Directors composed of not less than three (3). The number of Directors may be increased (or decreased to no less than three) by a vote of the Members.

SECTION 4.2. Appointment of Directors During the Declarant Control Period. During the Declarant Control Period, Declarant shall appoint and remove Directors as provided in the Declaration.

SECTION 4.3. Nomination and Election of Directors after Declarant Control Period Ends. After the Declarant Control Period ends as provided in the Declaration, the nomination and election of Directors shall be conducted as follows:

(a) Nominations may be made by Members at each annual meeting of Members and by a nominating committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members. The nominating committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of Members to serve until the close of that annual meeting.

(b) Each Director who shall serve on the Board of Directors shall be elected by a plurality of votes cast at the annual meeting of Members, provided a quorum of the Members entitled to vote is present, either in person or by proxy. The nominees receiving the largest number of votes shall be elected Directors. There shall be no cumulative voting.

(c) Directors elected by Members shall serve until the next Annual Meeting or until he or she resigns by written notice to the Board.

(d) After the Declarant Control Period ends as provided in the Declaration, any Director may be removed from his service on the Board of Directors with or without cause, by the affirmative vote of a majority of the Members at a special meeting of Members called for that purpose, and a successor Director shall, at such meeting, be elected to fill the vacancy thus created.

(e) In the event the office of any Director elected by the Members becomes vacant by reason of death, resignation, or disqualification, a majority of the remaining Directors, although less than a quorum, shall choose a successor Director to fill such vacancy; any successor Director shall serve on the Board of Directors for the balance of the unexpired term of the office he was chosen to fill.

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SECTION 4.3. Organizational Meetings. Within ten (10) days after each annual election of the Board of Directors, the newly elected Directors shall meet for the purpose of organization, the election of Officers, and the conduct of other business that may be transacted by the Board of Directors. The organizational meeting shall be held on such date and at such time and place as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided all Directors are present at the meeting at which they were elected. In the event all Directors are not present, notice of the organizational meeting shall be given as provided in this Article of the By-laws.

SECTION 4.4. Regular Meetings. The Board of Directors shall, at each organizational meeting, establish a schedule of regular meetings to be held during the period of time between such organizational meeting and the next annual meeting of Members. All meetings of the Board of Directors other than those established as regular meetings shall be special meetings.

SECTION 4.5. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director.

SECTION 4.6. Notice of Meetings. Except as otherwise provided in these By-laws, notice of the date, time and place of meetings of the Board of Directors, or adjournments thereof, shall be given to each Director by personal delivery, by ordinary mail at a Director's usual place of business or residence, or by telephone or telegraph, not less than three (3) days prior to the date of such meeting. If mailed, such notice shall be effective five days after deposit in a mail receptacle maintained by the United States Postal Service. If given by telegram, such notice shall be deemed delivered when delivered to the telegraph company. The notice for any special meeting of the Board of Directors shall state the purpose of such special meeting; provided, however, that if all Directors are present at any special meeting, notice of a specific purpose shall be deemed waived and any business may be transacted by the Board of Directors at such special meeting. Meetings of the Board of Directors shall be open to all Owners and notice of such meeting shall be posted conspicuously in Mirabay at least forty-eight (48) hours in advance for the attention of the Members, except in the event of an emergency, provided that Owners shall not be permitted to participate in, and need not be recognized at, any such meeting.

SECTION 4.7. Waiver of Notice. A director may waive notice of any meeting of the Board of Directors for which notice is required to be given pursuant to the terms and provisions of these By-laws by signing a written Waiver of Notice before, during or after any such meeting of the Board of Directors. Attendance by any Director at any regular or special meeting of the Board of Directors shall be deemed to constitute that Director's waiver of notice of such meeting unless that director states at the beginning of the meeting an objection that the is not lawfully called.

SECTION 4.8. Chairman. The President shall preside as Chairman at all regular and special meetings of the Board of Directors. In the President's absence, the Directors present at any such meeting shall choose a Chairman to preside at the meeting.

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SECTION 4.9. Quorum. A quorum of the Board of Directors shall consist of a majority of the total number of Directors serving on the Board of Directors. In the event less than a quorum is present at any meeting of the Board of Directors, the majority of the Directors present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at any meeting of the Board of Directors as originally called may be transacted at any adjourned meeting thereof.

SECTION 4.10. Voting. Each Director is entitled to cast one vote on any matters of business properly before the Board of Directors at any regular or special meeting of the Board of Directors. Each and every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4.11. Action Without Meeting. The Board of Directors may act without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors and is filed with the minutes of the meetings of the Board of Directors. Such consent shall have the same effect as a unanimous vote of the Board of Directors and a resolution thereof.

SECTION 4.12. Telephone Meeting. Any Director may participate in any meeting of the Board of Directors by means of conference telephone or any similar means of communication by which all Directors participating can hear each other at the same time. Such participation by any Director shall constitute that Director's presence in person at any meeting.

SECTION 4.13. Minutes of Meetings. The Chairman shall, at each regular and special meeting of the Board of Directors, appoint a Director or other party present to take down or otherwise record the minutes of the meeting. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall include all matters of business brought before the Board of Directors, and all motions, votes, acts and resolutions by the Board of Directors. The minutes of all meetings of the Board of Directors shall be made available to any Director, Officer or Member of the Association at the office of the Association during reasonable times and upon reasonable notice by the person requesting to inspect them.

SECTION 4.14. Compensation and Expenses. No Director shall receive any compensation or salary for his service as a Director on the Board of Directors; provided, however, that the Association may reimburse any Director for actual expenses incurred in the performance of his duties, and may contract with a Director for the rendition of unusual or exceptional services to the Association and compensate him in an amount that is appropriate in light of the value of such services.

SECTION 4.15. Powers and Duties. The Board of Directors may on behalf of the Association exercise all powers and duties reasonably necessary to administer, manage, operate, preserve and maintain the Association and Mirabay as set forth in the Articles, Declaration and By-laws and granted by law to directors. Such powers shall include but not be limited to, all powers specifically set forth in the Declaration, the Articles, these By-laws, and in the Florida Not-For-Profit

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Corporation Act, all powers incidental thereto, and all other powers of a Florida corporation not for profit. The Board may authorize the Association to contract for the management and maintenance of Mirabay and authorize a management agent (who may be an affiliate of Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Areas, with such funds as shall be made available by the Association for such purposes (the Association and its Board shall, however, retain at all times the powers and duties granted by the Declaration, Articles and these By-laws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association).

#### ARTICLE V OFFICERS

SECTION 5.1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by a majority vote of the Board of Directors at the organizational meeting of the Board of Directors.

SECTION 5.2. Appointive Officers. The Board of Directors may appoint Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers as the Board of Directors deems necessary to administer the business and affairs of the Association.

SECTION 5.3. Term and Qualifications of Officers. The President of the Association shall be elected from among the Directors serving on the Board of Directors. Each officer of the Association shall serve as an officer until his successor has been duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these By-laws. Officers are not required to be Owners of Lots.

SECTION 5.4. Resignations. Any officer of the Association may resign from office in the manner provided in the Governing Statutes.

SECTION 5.5. Removal. Any officer may be removed with or without cause from office at any time by the Board of Directors.

SECTION 5.6. Vacancies. In the event any office of the Association becomes vacant by reason of an officer's death, resignation, removal, disqualification or otherwise, the Board of Directors may elect an officer to fill such vacancy at any regular meeting of the Board of Directors or at a special meeting of the Board of Directors called for that purpose. Any officer so elected shall serve as an officer of the Association for the unexpired portion of the term of office he was elected to fill.

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SECTION 5.7. President. The President shall be responsible for general supervision over the business and affairs of the Association, shall administer the enforcement of all resolutions, orders and policies of the Board of Directors, and shall perform such other duties and functions as may be delegated to him or required of him by the Board of Directors. The President shall sign, in the name of the Association, any and all contracts, mortgages, notes, deeds, leases and other written instruments authorized by the Board of Directors.

SECTION 5.8. Vice President. Unless otherwise provided in these By-laws, the Vice President shall exercise all of the powers and perform all of the duties of the President in the event of the President's absence or inability or refusal to act.

SECTION 5.9. Secretary. The Secretary of the Association shall attend all annual and special meetings of the Members, and shall record the minutes of all such meetings. The Secretary shall be responsible for the preparation and maintenance of a ledger containing the names and addresses of all Members, and for the preparation and maintenance of a ledger containing the names and addresses of all Members who have been designated to vote on behalf of any Lot. The Secretary shall issue and distribute notices of all meetings of the Board of Directors and all meetings of Members when such notices are required by these By-laws or the Declaration. The Secretary shall have charge and custody of the books and records of the Association, except those kept by the Treasurer.

SECTION 5.10. Treasurer. The Treasurer shall have charge and custody of the Association's funds, securities and evidences of indebtedness and shall keep complete and accurate accounts of all receipts and disbursements by him on behalf of the Association. The Treasurer shall disburse the funds of the Association as the Board of Directors may authorize in accordance with the terms and provisions of the Articles, Declaration and these By-laws. The Treasurer shall be responsible for the preparation and maintenance of an assessments ledger, and for the issuance of certificates regarding the status of assessments with regard to any Lot.

SECTION 5.11. Other Officers. In the event the Board of Directors appoints other officers to serve the Association, such officers shall perform such duties and have such authority as may be determined by the Board of Directors.

SECTION 5.12. Compensation and Expenses. Officers shall not receive any compensation for their service as officers of the Association. The Board of Directors may, in its discretion, reimburse any officer for actual expenses incurred in the performance of that officer's duties, and may contract with and compensate an officer for the rendition of unusual or exceptional services to the Association in an amount appropriate in light of the value of such services. The fact that any Director is an officer shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation.

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ARTICLE VI  
EXECUTIVE AND ADVISORY COMMITTEES

SECTION 6.1. Designation of Executive and Advisory Committees. The Board of Directors may, in its discretion, designate one or more executive or advisory committees for the purpose of effecting any of the business and affairs of the Association as may be authorized and delegated by the Board of Directors, or for the purpose of conducting studies and making reports, to and for consideration by, the Board of Directors with regard to any particular business matter or affair of the Association. Any such executive or advisory committee shall have a chairman and two or more committee members, who must be appointed by the Board of Directors, who need not be Members of the Association, and who may be Directors.

SECTION 6.2. Standing Committees. The standing committees of the Association shall be the Architectural Review Committee, the Environmental Control Committee, and such other committees as the Board of Directors may establish to serve the best interests of the Association. The Architectural Review Committee and the Environmental Control Committee shall have the powers, duties and functions set forth in the Declaration.

SECTION 6.3. Committee Rules and Regulations. Each committee may adopt rules and regulations for its own government; provided, however, that such rules and regulations are not inconsistent with the terms of the resolution of the Board of Directors designating the committee, with these By-laws or with the terms and provisions of the Articles and Declaration.

ARTICLE VII  
FINANCE

SECTION 7.1. Accounting Year. The Association shall maintain its books and accounting records on a calendar year basis.

SECTION 7.2. Depositories. The depository of the Association shall be any such bank or savings and loan association as the Board of Directors shall from time to time designate. All funds, securities and evidences of indebtedness shall be deposited with such depository in the name of the Association. Withdrawal of funds from any such depository shall be only on checks signed by officers or other persons authorized by the Board of Directors to be signatories with respect to any such account.

SECTION 7.3. Assessments, Application of Payments and Commingling of Funds. The Board of Directors shall prepare an Annual Budget and shall establish annual and special assessments in accordance with the terms and provisions of the Declaration. The obligation for the

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payment of all assessments shall be governed by the terms and provisions of the Declaration.

ARTICLE VIII  
AMENDMENTS

SECTION 8.1. Amendment. These By-laws may be amended by a vote of not less than a majority of the votes of the Members (including votes the Declarant is entitled to cast as the Class B Member) entitled to vote in person or by proxy at any annual or special meeting of Members at which a quorum is present, provided, however: (a) that a full statement of the proposed amendment is set forth in the notice of such meeting; (b) that so long as Declarant owns at least one Lot, Declarant's written consent to any amendment must first be obtained before the amendment is effective; and (c) that no amendment shall conflict with the terms and provisions of the Articles or Declaration.

ARTICLE IX  
DISSOLUTION

SECTION 9.1. Dissolution. The Association may be dissolved by a vote of the Members at any regular or special meeting, provided, however, that the proposed dissolution is specifically set forth in the notice of any such meeting, and that so long as Declarant owns at least one Lot, Declarant's prior written consent to the dissolution of the Association must be obtained. Prior to the dissolution of the Association, the responsibility for the operation and maintenance of the surface water management system as permitted by the Southwest Florida Water Management District must be transferred to and accepted by an entity approved by said district.

ARTICLE X  
MISCELLANEOUS

SECTION 10.1. Captions and Headings. The captions and headings pertaining to the articles and sections of these By-laws are solely for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these By-laws.

SECTION 10.2. Severability. In the event any of the terms or provisions contained in these By-laws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these By-laws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these By-laws.

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SECTION 10.3. Number and Gender. Whenever used in these By-laws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

SECTION 10.4. Conflicting Provisions. In the event there is any conflict between the Articles and these By-laws, the terms and provisions of the Articles shall control, and in the event there is any conflict between the Declaration and these By-laws, the terms and provisions of the Declaration shall control.

SECTION 10.5. Governing Law. The terms and provisions contained in these By-laws shall be construed in accordance with and governed by the laws of the State of Florida.

END OF BY-LAWS