

Donald B. Larson
Pan American
Housing Corp.

DECLARATION OF RESTRICTIONS
LOWELL VILLAGE SUBDIVISION

OFF. REC. 4189 PD 438

A/K/A HUNTINGTON BY THE VILLAGE
CERTIFIED COPY

JAMES F. TAYLOR, JR.
CLERK COUNTY CLERK
RECORDS & DEEDS
HILLSBOROUGH COUNTY
TAMPA, FL. 33602

The PAN AMERICAN HOUSING CORPORATION, a Florida Corporation, hereinafter referred to as "Declarant", doing business as Huntington by the Village, being the owner in fee simple of all of that certain real property described as follows (the Property),

LOWELL VILLAGE SUBDIVISION, as recorded in Plat Book 55, Page 1, Public Records of Hillsborough County, Florida, more full described as:

INT. TAX

SURTAX

DOOR STP.

REC. FEE

53.00

TOT. DUE

53.00

ACC. NO.

REC. CLK.

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida; less the South 25.0 feet for road right of way, being more particularly described as follows:

Begin at the Southeast corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of stated Section 8; thence S 89 degrees 42 minutes 13 seconds West (assumed bearing) along the South boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8 a distance of 25.0 feet; thence North along a line 25.0 feet West of and parallel to the East boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8 a distance of 25.0 feet for a Point of Beginning.

Thence S 89 degrees 42 minutes 13 seconds West along a line 25 feet North of and parallel to the South boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8 a distance of 640.80 feet; thence N 00 degrees 06 minutes 35 seconds West along the West boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8 a distance of 1304.70 feet; thence N 89 degrees 43 minutes 20 seconds East along the North boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8 a distance of 643.30 feet; thence South along a line 25.0 feet east of and parallel to the East boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 8 a distance of 1304.51 feet to the Point of Beginning.

does hereby declare that the Property and all parts thereof shall be held, sold, and conveyed subject to the following restrictions, covenants and conditions declared below which shall be deemed to be covenants running with the land and binding on all parties having any rights, title or interest in the described property, their heirs, successors, and assigns, and imposed on and intended to benefit and burden each Site within the Property in order to maintain within the Property a residential area of high standard

12383666
RECORDED 0476195
53.00

ARTICLE I

DEFINITIONS

1.1 "ASSOCIATION" shall mean and refer to Huntington by the Village Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.2 "ARCHITECTURAL CONTROL COMMITTEE" or the "Committee" shall mean and refer to the person or persons designated from time to

time to perform the duties of the Committee as set forth herein, and their successors and assigns.

1.3 "ARTICLES" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

1.4 "BY-LAWS" shall mean and refer to the By-Laws of the Association, including any and all amendments and modifications thereof.

1.5 "BOARD OF DIRECTORS" or "BOARD" shall mean and refer to the Association's Board of Directors.

1.6 "COMMON AREA" or "COMMON AREAS" shall mean all portions of the PROPERTY (including the improvements and landscaping thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The initial Common Area described as Lots 16, 17 and 18, Lowell Village Subdivision as recorded in Plat Book 55, Page 1 of the public records of Hillsborough County, Florida, shall be deeded to the Association prior to the first conveyance of any Site from Declarant.

1.7 "DECLARANT" or "DEVELOPER" shall refer to the parties referenced above, and their successors and assigns, if such successors and assigns should acquire more than one undeveloped Site from the Declarant for the purpose of development.

1.8 "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Lowell Village Subdivision, also known as Huntington by the Village, as modified and amended from time to time.

1.9 "FNMA" shall mean and refer to the Federal National Mortgage Association.

1.10 "FHA" and "VA" shall mean and refer to the Federal Housing Administration and the Veterans' Administration.

1.11 "LOT" shall mean and refer to any parcel of land shown on the recorded plat or subdivision map of the Property or any part thereof, with the exception of Common areas or areas deeded to a government authority or utility.

1.12 "SITE" shall mean 1/2 of the individual "lots" or "parcels" of land referred to above.

1.13 "UNIT" or "DUPLEX UNIT" shall mean 1/2 of the duplex structure erected on an individual "parcel" or "Site".

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

1.15 "PROPERTY" shall mean that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Additional residential or commonly owned property may be made subject to this Declaration with the consent of two-thirds (2/3) of each class of members of the Association, as set forth in Article V.

1.6 "RESTRICTED AREA" shall mean that area of the Property owned by any of the Owners as part of a Site but exterior to any Duplex Unit including front walks and front steps leading to any Duplex Unit. The exterior walls of a Duplex Unit, including any finishing surface, paint, facade, glass, or screened area, shall not be considered part of the restricted area.

THIS IS NOT A
ARTICLE II
GENERAL USE RESTRICTIONS

2.1 **RESIDENTIAL USE: RENTAL.** All of the Property shall be known and described as residential property and no more than one single-family Duplex may be constructed on any Site. No Duplex Unit shall be leased unless the lessee is approved by the Association in accordance with the By-laws. No Duplex Unit shall be leased for a term of less than one (1) month.

2.2 **STRUCTURES.** Any Duplex or other structure erected upon a Site or elsewhere within the property must be in compliance with all applicable zoning regulations and this Declaration.

2.3 **UNITS.** No Unit shall have a floor area of less than six hundred (600) square feet, exclusive of screened area, open porches, terraces and patios. All Sites shall be landscaped with solid sodded front lawn.

2.4 **EASEMENTS FOR UTILITIES AND DRAINAGE.** Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas. Easements shall include, without limitation, the right of reasonable access over Sites to and from the easement areas, and Declarant shall have the right hereafter to convey such additional easements as Declarant may deem necessary or desirable on an exclusive or non-exclusive basis to any person, corporation, or governmental entity. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain such easement areas or install or maintain the utilities or improvements that may be located in, on, or under such easements. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed by Declarant regarding maintenance of areas. Subject to the terms of this Declaration regarding maintenance of Common Areas and Restricted Area, the easement areas shall be maintained continuously by and at the expense of the Owner of the Site, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements of record for drainage, Developer shall have the right, but without obligation, to alter the drainage facilities therein, including the slope of control areas.

2.5 **USE OF ACCESSORY STRUCTURES.** No tent, shack, barn, utility shed or other buildings other than a duplex shall, at any time, be erected on a Site and used temporarily or permanently as a residence or for any other purpose, without the consent of the Association, except that temporary buildings, offices or facilities may be erected and used by Developer or its contractors in connection with construction work. No recreational vehicle may be used as a residence or for any other purpose on any portion of the Property.

2.6 **COMMERCIAL USES AND NUISANCES.** No trade, business, profession, or other type of commercial activity shall be carried on upon any portion of the Property, except that real estate brokers, Owners, and their agents may show Duplex Units within the Property for sale or lease; nor shall anything be done thereon which may become a nuisance or unreasonable annoyance to the other residents of the Property. Notwithstanding the foregoing, every person, firm or corporation purchasing a Site in the Property recognizes that Developer, its agents and designated assigns shall have the right to (1) use Sites and Duplex Units erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (2) maintain fluorescent-lighted or spotlighted Model Duplex Units within the Property open to the public for inspection seven days per week for

such hours as are deemed necessary. Developer's rights under the preceding sentence shall terminate on July 1, 1984, unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intention of this paragraph that the rights granted the Developer to maintain sales offices, general business offices and model homes shall not be restricted or limited to Developer's sales activity relating to the Property, but shall benefit Developer in the construction, development and sale of any other Property and Site in which Developer may have an interest.

2.7 ANIMALS. Unless the Board of Directors shall otherwise agree in writing, no animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, except that cats, dogs, and other household pets weighing no more than forty (40) pounds may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another Site without the consent of the Owner of such Site. All animals shall be on a leash when outside of the Site upon which such person resides. The Board of Directors may promulgate additional rules and regulations from time to time governing the activities of animals within the Property.

2.8 VEHICLES AND PARKING. No vehicle shall be parked within the Property except on a paved street, a paved driveway, or a paved parking area, in accordance with rules and regulations promulgated by the Board of Directors from time to time. Ownership of each Site shall entitle the Owner or Owners thereof to the exclusive use of at least one automobile parking space, which shall be as near and convenient to said Site as reasonably possible. No trucks or vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked within the Property. No campers, motor homes, or other recreational vehicles, or any vehicles not in operable condition and validly licensed, shall be permitted to be parked within the Property.

2.9 STORAGE. Clothes Hanging, Antennas. No Site shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view, and in accordance with any rules promulgated by the Board of Directors from time to time. No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics, and no such devices shall be allowed in the event the same cause interference to the reception of other residents of the Property.

2.10 SIGNS. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale" sign upon each Site not exceeding 36" x 24". Notwithstanding anything to the contrary herein, Declarant, its successors, agents and designated assigns shall have the exclusive right to maintain signs of any type and size and for any purpose within the Property.

2.11 PONDS. Any ponds or other water retention areas ("Ponds") constructed by Declarant within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of Sites or members of the public prevent the use of such Ponds as drainage facilities.

2.12. WELLS, OIL AND MINING OPERATIONS. No water wells may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee, which approval may be subject to any conditions deemed necessary or desirable by the Committee. Any approved wells shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor

shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

2.13 ELECTRICAL INTERFERENCE. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any resident of the Property. This provision shall not prevent Declarant from using any equipment required in construction of any improvement upon the Property.

ARTICLE III

ARCHITECTURAL CONTROL, MAINTENANCE, AND COMMON AREAS

3.1 ARCHITECTURAL CONTROL. No fence, building, wall, pavement or other structure or improvement of any nature shall be erected, placed, maintained or altered on any portion of the Property until the construction plans and specifications and a plot plan showing the location of the structure or improvement shall have been approved in writing by the Architectural Control Committee. Each structure or improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, including landscaping plans, or any of them, may be based on any grounds including purely aesthetic grounds, which in the reasonable discretion of the said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any unit, building, wall, pavement, other structure or improvement, any change in the finished ground elevation, and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. In the event the committee shall fail to approve or disapprove any plans or specifications within thirty (30) days of submission, approval of such plans or specifications shall be deemed given. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate a representative or agent to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

3.2 LIABILITY OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee and each of its members from time to time shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgement, negligence or non-feasance of said Committee, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any Owner by acquiring title to any Site, agrees that such person shall not bring any action or claim for such damages against the Architectural Control Committee, its members, agents or employees.

3.3 EXTERIOR APPEARANCE AND LANDSCAPING. The paint, coating, stain and other exterior finishing colors or surface finishes on all Units may be maintained as that originally installed without prior approval of the Architectural Control Committee, but prior written approval of the Architectural Control Committee shall be necessary before any such exterior finishing color or finish is changed by any person or entity other than Declarant. The landscaping of each portion of the Property, including without

limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained as originally installed. Aluminum foil may not be placed on windows or glass doors. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any portion of the Property by any person or entity other than the Declarant, unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the Architectural Control Committee. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

3.4 CARE AND APPEARANCE OF UNITS; LIEN RIGHTS. The Homeowners Association shall provide for painting the Duplexes every four (4) years. However, each Unit shall be maintained in a structurally sound and neat and attractive manner, other than painting, including exterior building surfaces, roofs, gutters, downspouts, glass and screened areas, by and at the expense of the Owner of the Site upon which the Unit is situated. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Unit shall reimburse the Association for any work above required, and to secure such reimbursement, the Association shall have a lien upon the Site enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Hillsborough County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Site against which the enforcement of the lien is sought. The lien herein provided shall be in effect from the time that the work is completed, but shall not be binding against said creditors until said notice is recorded. Each Unit Site shall stand as security for any expense incurred by the Association pursuant to this paragraph and in connection with such Unit Site, and this provision shall also be binding on the Owner of such Unit Site at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of recording of said notice of lien, and in any action to enforce payment the Association shall be entitled to recover costs and attorneys' fees. The lien herein provided shall be subordinate to the lien of any mortgage, encumbering any Unit Site, in favor of any institutional lender or mortgage company or insured by the FHA, VA, or FNMA, provided, however, that any such mortgagee, when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of same, shall hold title subject to the obligations and lien herein provided.

3.5 SHARED ELEMENTS. Each wall of a Duplex Unit which is immediately adjacent to the wall of another Duplex Unit as originally constructed by Declarant, has been constructed so that a portion lies longitudinally partially on a contiguous Duplex Unit as a party wall. The cost of repair, maintenance and replacement of same shall be shared equally by the Owners of the Duplex Unit which are separated by the party wall, and any Owner who incurs any expense for repair, maintenance or replacement of same may force contribution from the Owner sharing the responsibility therefore by any available legal remedy. By acceptance of a deed to any Site each Owner irrevocably appoints any member of the Board of Directors as its agent for the service of process in connection with any action for contribution brought

by an Owner being served as responsible under this provision. This provision shall not prejudice the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner, and the obligation to make contribution, shall be appurtenant to the land, so that the right and obligation to make contributions shall pass to each Owner's successor in title. Any party who seeks the advise of an attorney to enforce the provisions of this Section 3.5 shall be entitled to recover against the defaulting party attorneys' fees and costs incurred, whether or not suit is brought.

3.6 UTILITIES, EQUIPMENT AND FIXTURES. All fixtures and equipment installed within Unit Sites and all fixtures and equipment serving only one Unit, including without limitation, utility lines, wires, conduits, and the like, shall be maintained and kept in good repair by the Owner of the Site or the Unit served by such equipment and fixtures. Any equipment and fixtures that are installed on a "Site" or "Parcel" to serve more than one Unit, shall be maintained exclusively by the Association and not by any Owner or Owners individually. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing such damage shall be liable for expenses incurred by the Association in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Unit or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Unit or any Owner or resident of the Property or create a hazard to persons or property.

3.7 MAINTENANCE OF COMMON AREAS AND RESTRICTED AREA. All of the Common Areas and Restricted Area shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all landscaped areas, excluding the rear yards, however, including without limitation, all other trees, grass, shrubs and plantings, all walks, walkways and other exterior improvements, including without limitation walks leading to an exterior door of any Unit, and all recreational and other commonly owned facilities shall be maintained exclusively by the Association and not by any Owner or Owners individually, regardless of whether any of same are within the boundaries of any Site. This provision shall not limit the obligation of an Owner to maintain the exterior of his Unit, including patio areas. In the event that the need for maintenance or repair under this provision is caused by the willful or negligent act of any Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner's Site is subject, under Article IV.

3.8 USE AND ALTERATION OF COMMON AREAS AND RESTRICTED AREA. The Common Areas shall be for the use and benefit of the Owners and authorized residents of the Property, collectively, for any proper purpose. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenant, or contract purchasers who reside on the Property. No Owner or authorized resident of the Property shall use any portion of the Common Area in a manner which would exclude the use thereof by any other Owner or authorized resident of the Property. The Common Areas shall be used by each Owner or authorized resident of a Unit in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. The Common Areas and Restricted Area shall not be used for storage of any nature unless the Architectural Control Committee shall otherwise approve such use in writing. No change or alteration shall be made to the Common Area or Restricted Area except with the approval of the Architectural

3.9 EASEMENT OVER COMMON AREA. A non-exclusive easement is hereby established over all portions of the Common Area for ingress and egress to and from all portions of the Property, and for maintenance of the Common Area and all of the Units, for the benefit of the Association, the Architectural Control Committee, all Owners and residents of the Property, and their invitees and licensees, as appropriate, subject to the following:

(a) the right of the Association to suspend the voting rights and right to use of any recreational facilities within the Common Area by an Owner for any period during which any assessment against his Site remains unpaid; and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations at the time of the infraction.

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

(c) the rights of Owners to exclusive use of a parking space, as set forth in Section 2.8.

3.10 EASEMENT OVER RESTRICTED AREA. An easement is hereby established over the Restricted Area for the purpose of ingress, egress, and maintenance, in favor of the Association, the Architectural Control Committee, and their agents and employees, for use incidental to the exercise of the rights and duties of the Association and the Committee as set forth herein.

RULES AND REGULATIONS. Reasonable rules and regulations concerning the appearance and use of the Common Area and Restricted Area may be made and amended from time to time by the Board of Directors and the Association in the manner provided in the Articles and By-Laws. Copies of such rules and regulations shall be made available to all Owners upon request.

3.12 DECLARANT'S RIGHTS. Until Declarant has completed all construction within the Property and has closed the sales of all Units to other persons, neither the Owners nor the Association nor the use of any Site shall interfere with the completion of improvements and sales of Units. Declarant may make such use of unsold Units and of the Common Areas as may facilitate completion of improvements and sales of Units.

3.13 INSURANCE. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas as a common expense of all Owners. Each individual Owner shall be responsible for the purchasing of individual homeowner's insurance including liability insurance for accidents occurring on his own Unit Site.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.

The Declarant, for each Site owned, hereby covenants, and each Owner of any Site, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessment or charges, and;

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit Site against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit Site at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors.

4.2 PURPOSE OF ASSESSMENT. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property and for the improvement and maintenance of the Common Area and Restricted Area.

4.3 MAXIMUM ANNUAL ASSESSMENT. Until December 31st of the year immediately following conveyance of the first Unit Site to an Owner, other than Declarant, the maximum annual assessment shall be \$240.00 per Unit.

(a) From and after December 31st of the year immediately following the conveyance of the first Unit Site to an Owner, other than Declarant, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year unless such increase is approved by a majority vote of the Association.

(b) From and after December 31st of the year immediately following the conveyance of the first Unit Site to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a two-thirds (2/3) vote of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

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

4.4 SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of reconstruction, repair, or replacement of a capital improvement upon the Common Area or within the Restricted Area, including fixtures and personal property related to the Common Area, provided that any such assessments shall have the assent by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of members entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If

the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Sites and may be collected on a monthly basis.

DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Unit Sites on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit Site at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit Site have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit Site is binding upon the Association as of the date of its issuance.

4.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest contract rate of interest permitted by Florida law from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Unit Site. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit Site.

4.9 SUBORDINATION OF THE LIEN TO MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of a Unit Site shall not affect the assessment lien. However, the sale or transfer of any Unit Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to all payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Unit Site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

THE ASSOCIATION

5.1 POWERS AND DUTIES. The Association shall have the powers and duties set forth in the Articles and By-laws, including the right to enforce the provisions of this Declaration, the right to collect assessments for expenses relating to the Common Areas and Restricted Area, and the right to collect and pay any and all assessments due to the Master Association under the terms of the Master Declaration.

5.2 MEMBERSHIP. Every Owner of a Unit Site shall be a member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Site.

5.3 CLASSES OF MEMBERSHIP. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Unit Site owned. When more than one person or entity holds an ownership interest in a Unit Site, all such persons shall be members and shall be entitled to one (1) vote to be exercised among themselves as they shall determine, but in no event shall more than one vote be cast with respect to any Unit Site. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of the Association in order to entitle the voting co-owner to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary of the Association applicable to all votes until rescinded.

CLASS B. Class B member(s) shall be the Declarant, as defined in the Declaration, and shall be entitled to three (3) votes for each Unit Site owned. The Class B membership shall cease and be converted to Class A membership upon the occurrence of one of the following events, whichever shall first occur:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) when the Declarant shall have conveyed 75% of the Unit Sites in the subject property;

(c) when the Declarant shall waive its right to Class B membership by an instrument recorded in the Public Records of Hillsborough County, Florida;

(d) on or before July 1, 1984.

ARTICLE VI

MISCELLANEOUS

6.1 TERM AND AMENDMENT. This Declaration shall become effective upon its recordation in the Public Records of Hillsborough County, Florida, and the Restrictions here shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Unit Sites within the Property subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of twenty (20) years from the date this Declaration is recorded, after which time, the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, an instrument in writing, signed by a majority of the Owners of Unit Sites within the Property, has been recorded in the Public Records of Hillsborough County, Florida, which instrument may alter or rescind this Declaration in whole or in part. Subject to the provisions of paragraph 6.2, this Declaration may be amended or modified during the first twenty (20) year period only by an instrument signed by the Owners of at least ninety percent (90%) of the Unit Sites, and, after the first twenty (20) year period, only by an instrument signed by the Owners of seventy-five percent (75%) of the Unit Sites within the Property. No amendment of this Declaration pursuant to this paragraph, however, shall require a Unit Site Owner to remove any structure constructed in compliance with this Declaration as the same existed on: (1) the date on which the construction of such structure commenced; or (2) the date on which the Owner took title to his Unit Site, if the construction of such structure commenced within ninety (90) days of his taking title; nor shall any amendment pursuant hereto require Declarant to relinquish any rights reserved to it under this Declaration. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of Hillsborough County, Florida.

6.2 AMENDMENTS AND MODIFICATIONS BY DECLARANT. Notwithstanding

any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserve the right and authority, at its sole discretion, for a period of three (3) years from the date of recording of this Declaration to amend, modify or grant exceptions or variances from any of the restrictions set forth in Article I, Article II and Article III of this Declaration without notice or approval by other Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development within the Property, and subject only to the terms of Section 6.7 hereof. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to the location of structures on a Unit Site or increasing or diminishing or relinquishing rights reserved to Declarant shall be conclusively deemed to be within the authority and right of Declarant under this paragraph.

6.3 ENFORCEMENT. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Declarant, the Association or any other person or persons owning any Unit Site within the Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceeding is to prevent such persons from so doing, or to recover damages, or against the land to enforce any lien created hereunder, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. Declarant shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Failure of Declarant or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior to or subsequent to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with the restrictions set forth herein, shall not prevent the Declarant, the Association or any of the Unit Site Owners from enforcing the restrictions set forth herein.

6.4 NOTICE. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

6.5 SEVERABILITY. Invalidation of any term or provision of this Declaration by judgement or court order shall not affect any other of the other provisions hereof which shall remain in full force and effect.

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

6.7 FNMA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the FNMA: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

THIS IS NOT A CERTIFIED COPY

6.8 FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the FHA/VA: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal and by its duly authorized officers, this 25th day of August, 1983.

WITNESS:

John L. Wilson

Sherry S. Steele

PAN AMERICAN HOUSING CORPORATION,
a Florida Corporation

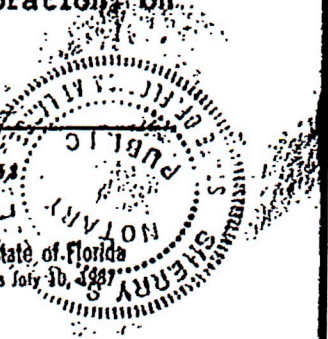
BY: *Donald B. Larson*

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 25th day of August, 1983, by Donald B. Larson, as Executive Vice-president of the Pan American Housing Corporation, a Florida Corporation, on behalf of said corporation.

Sherry S. Steele
Notary Public
My commission expires

NOTARY PUBLIC, State of Florida
My Commission Expires July 30, 1987



6828PE1900

ADOPTED AMENDMENT TO THE DECLARATION OF RESTRICTIONS
LOWELL VILLAGE SUBDIVISION
A/K/A HUNTINGTON BY THE VILLAGE

Additional text shown by underlining
Deleted text shown by ~~strike-throughs~~

ARTICLE II
GENERAL USE RESTRICTIONS

2.8 VEHICLES AND PARKING. No vehicle shall be parked within the Property except on a paved street, a paved driveway, or a paved parking area, in accordance with rules and regulations promulgated by the Board of Directors from time to time. Ownership of each site shall entitle the Owner or Owners thereof to the exclusive use of at least one automobile parking space, which shall be as near and convenient to said Site as reasonably possible. No trucks or vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked within the property. No boats, campers, motor homes, or other recreational vehicles, or any vehicle not in operable condition and validly licensed, shall be permitted to be parked within the property. For the purposes of this section, writing or signage on the exterior of any vehicle which indicates a commercial name, license number, telephone number or business slogan of any kind; as well as the transporting or storing of heavy equipment, or equipment used in a trade or profession, in the vehicle, or the affixing of any kind of equipment used or associated with a trade or profession to the vehicle, shall be deemed evidence of the primary commercial nature of the vehicle.

THIS IS NOT A CERTIFIED COPY

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS OF LOWELL VILLAGE SUBDIVISION
a/k/a HUNTINGTON BY THE VILLAGE HOMEOWNERS ASSOCIATION, INC.

Adopted amendment to Article III., Section 3.4, of the Declaration of Restrictions Lowell Village Subdivision a/k/a/ Huntington by the Village, as follows:

III. ARCHITECTURAL CONTROL, MAINTENANCE, AND COMMON AREAS

...

3.4 CARE AND APPEARANCE OF UNITS; LIEN RIGHTS.

The Homeowners Association shall provide for painting the Duplexes every ~~four (4)~~ six (6) years or such earlier date as may be deemed to be necessary by the Board of Directors. However, each unit shall be maintained in a structurally sound and neat ad attractive manner, other than painting, including exterior building surfaces, roofs, gutters, downspouts, glass and screened areas, by and at the expense of the Owner of the Site upon which the Unit is situated. ...

PLEASE NOTE: NEW LANGUAGE IS INDICATED BY UNDERLINING; DELETED TEXT IS INDICATED BY STRIKE THROUGH, UNAFFECTED TEXT INDICATED BY "..."