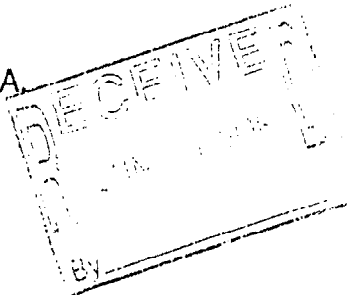




FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

June 19, 1996

BAXTER & STROHAUER, P.A.
1150 CLEVELAND STREET
CLEARWATER, FL 34615



The Articles of Incorporation for COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC. were filed on June 18, 1996 and assigned document number N96000003277. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Brenda Baker, Corporate Specialist
New Filings Section

Letter Number: 496A00030506

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on June 18, 1996, as shown by the records of this office.

The document number of this corporation is N96000003277.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Nineteenth day of June, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

FILED

96 JUN 18 PM 3:18
CLERK OF COURT
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC.
(A corporation not-for-profit)

The undersigned, does hereby create a corporation not-for-profit under Chapter 617, Florida Statutes, providing for the formation, liability, rights, privileges, benefits and obligations conferred and imposed by said law on corporations organized pursuant to the provisions thereof, and hereby makes, subscribes and acknowledges and files these Articles of Incorporation as follows:

ITEM 1. - NAME OF CORPORATION

1.01. NAME - The name of this corporation shall be COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC.

ITEM 2. - GENERAL NATURE OF BUSINESS

2.01. PURPOSE - The objects and purposes for which this corporation is formed are:

(1) To promote cooperation among lot owners and property owners in COPPER RIDGE, and generally to provide for the mutual assistance, welfare and improvement of all such persons.

(2) To provide for maintenance, preservation and architectural control of the residence lots and common areas within a certain tract of land located in Hillsborough County, Florida described in the plat(s) for Copper Ridge Subdivision.

(3) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Copper Ridge Subdivision, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Hillsborough County Clerk of Court and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(4) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(5) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the

Association.

(6) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

(8) Participate in mergers and consolidation with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area in the manner prescribed in the Declaration of Covenants, Conditions and Restrictions for Copper Ridge Subdivision

(9) In furtherance of its corporate purposes, to enter into, make, perform and carry out contracts of every kind, with any person, firm, corporation, private, public or municipal, under the Government of the United States, or any foreign government, so far as, and to the extent that, the same may be done and performed by a corporation organized under Chapter 617, Florida Statutes.

(10) Subject to the restrictions and limitations imposed by law, to purchase or otherwise acquire, hold, own, sell, assign, transfer, mortgage, pledge, create a security interest in, exchange or otherwise dispose of the shares, bonds, obligations or other securities or evidences of indebtedness of other corporations, domestic or foreign, and, if desirable, to issue and exchange therefor bonds or other obligations of this corporation, and while the owner of such shares, to exercise all rights, powers and privileges of ownership, including the power to vote thereon; and in furtherance of the corporation purposes, in the course of transaction of the affairs of the corporation, to acquire real and personal property, rights, and interests of every nature, and to sell such binds, debentures or other instrument or instruments, mortgaging, pledging or creating a security interest in the same, or in any deed, contract or other instrument relating thereto.

(11) To do everything necessary, suitable or proper for the accomplishment, attainment or furtherance of, to do every other act or powers set forth in these Articles of Incorporation, whether alone or in association with others; to possess all the rights, powers and privileges now or hereafter conferred by the laws of the State of Florida, and, in general, to carry on any of the activities and to do any of the activities and to do any of the things herein set forth and to do the same extent fully as a natural person or partnership might or could do; provided that

nothing herein set forth shall be construed as authorizing the corporation to possess any purpose, object or power, or to do any act or things forbidden by law to a not-for-profit corporation organized under the laws of the State of Florida.

(12) The corporation shall not engage nor shall any of its funds, property or income be used to carry on propaganda or otherwise attempt to influence legislation, nor shall the corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the corporation engage in any subversive or un-American activities.

ITEM 3. - SCOPE OF POWERS

3.01. The corporation shall have the power, either directly or indirectly, either alone or in conjunction with others to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, desirable, suitable or proper for the furtherance, accomplishment, fostering or attainment of any and all of the purposes for which the corporation is to further accomplish, foster or attain any such purposes. Notwithstanding anything herein to the contrary, this corporation shall have the corporation powers described in Section 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the Declaration of Covenants and Restrictions, these Articles of Incorporation and any and all lawful Bylaws of the corporation in furtherance of the exempt purposes of organizations set forth in Section 501(c) of the Internal Revenue Code of 1954, as amended, and its regulations as the same now exist, or as they may hereafter be amended from time to time.

Without limiting the foregoing, this corporation shall have the specific power to operate and maintain the Common Property of Copper Ridge Subdivision, and specifically the surface water management system as permitted by Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

ITEM 4. - NON-PROFIT CHARACTER OF CORPORATION

4.01. This corporation is not organized for profit. In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, members shall be entitled to any distribution or division of its remaining property or proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the corporation, shall be used or distributed, subject to the order of the Circuit Court of the State of Florida, as provided by Florida Statute 617.05, exclusively for purposes within those set forth in Item 2 of these Articles of

Incorporation, and within the intendment of Section 501(c) of the Internal Revenue Code of 1954, and the regulations thereunder as they now exist or as they may hereafter be amended.

Notwithstanding the foregoing, if this corporation is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government and that, if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.

ITEM 5. - MEMBERSHIP

1. Every person or entity who is the owner of record of a fee interest in any Lot or Multi-Family Unit or who is purchasing one or more Lots or Multi-Family Units under a contract or purchase agreement within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, the Declaration, the Bylaws, and all the Rules and Regulations. For this purpose, ownership of a Lot or Multi-Family Unit under any unit ownership arrangement or agreement shall be deemed ownership of a Lot or Multi-Family Unit. The foregoing is not intended to include persons or entities who hold an interest in any Lot or Multi-Family Unit merely as security for the performance of an obligation. Ownership of such Lot or Multi-Family Unit shall be the sole qualification for membership. When any Lot or Multi-Family Unit is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots or Multi-Family Unit under contract or agreement of purchase, the membership as to such unit(s) shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised (only as stipulated in Section 2 hereinbelow).

2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by The Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time and place and date of hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive.

3. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in

the Declaration, the By-laws, or as the members of the Association may from time to time hereafter adopt.

ITEM 6. - VOTING RIGHTS

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 Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

B. Class B. The Class B members shall be the DECLARANT and its successors and assigns. The Class B members shall be entitled to three (3) votes for each Lot or Multi-Family Unit in which it holds the interest required for membership as provided in Item 5 above. The Class B membership shall cease upon the earlier of the following events occurring: (i) after 75% of the Lots have been conveyed to an Owner other than the DECLARANT, or (ii) four (4) years following conveyance of the first Dwelling Unit to a Unit Owner other than the DECLARANT in a single phase development or eight (8) years following such conveyance in an expandable project.

ITEM 7. - TERM OF EXISTENCE

7.01. This corporation is to exist perpetually.

ITEM 8. - PLACE OF OPERATION

8.01. The operations of the corporation are to be conducted principally within Hillsborough County, Florida.

ITEM 9. - PRINCIPAL OFFICE

9.01. The corporation's principal office shall initially be located at c/o Scarborough Corporation, State Road 54 at Scarborough Drive, Lutz, Florida 33549.

ITEM 10. - OFFICERS

10.01. The initial officers of the corporation shall be a President, Vice President, a Secretary-Treasurer, and such other persons as shall be provided in the Bylaws of this corporation. Any person may hold two or more offices, except that the President may not also be the Secretary or Assistant Secretary of the corporation. The names of the persons who are to serve as officers of the corporation until the first annual meeting of the of the Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
John E. Fess President	P.O. Box 7078 Wesley Chapel, FL 33543
Frederick H. Burcaw Vice President	P.O. Box 7078 Wesley Chapel, FL 33543
A. Frank Lausberg Secretary/Treasurer	P.O. Box 7078 Wesley Chapel, FL 33543

The officers shall be elected at the annual meeting of the Board of Directors as provided in the Bylaws of this corporation.

ITEM 11. - THE BOARD OF DIRECTORS

11.01. The business of the corporation shall be managed by the Board of Directors. This corporation shall not have less than three (3) directors initially. The number of directors may be increased from time to time by the Bylaws, but shall never be less than three (3) nor more than five (5). The Board of Directors shall be members of the corporation or representatives designated by corporate members of corporation. The members of the Board of Directors shall be elected and hold office in accordance with the Bylaws. The names and addresses of the persons who are to serve as directors until the first annual membership meeting of the corporation are:

<u>NAME</u>	<u>ADDRESS</u>
John E. Fess	P.O. Box 7078 Wesley Chapel, FL 33543
Frederick H. Burcaw	P.O. Box 7078 Wesley Chapel, FL 33543
A. Frank Lausberg	P.O. Box 7078 Wesley Chapel, FL 33543

ITEM 12. - BY-LAWS

12.01. The Board of Directors of this corporation shall provide such Bylaws for the conduct of its business and carrying out of its purposes as they may deem necessary from time to time. Upon proper notice, By-Laws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting, or any special meeting called for that purpose.

ITEM 13. - AMENDMENTS

13.01. Upon proper notice, these Articles of Incorporation may be amended by an instrument approved by those persons or entities able to exercise two-thirds (2/3) of the voting power of each class of membership in the corporation as the same is defined in the Copper Ridge Declaration of Covenants and Restrictions which shall be recorded in the Public Records of Hillsborough County, Florida.

ITEM 14. - INDEMNIFICATION

14.01. The corporation shall indemnify all present, future or former officers, directors and members of the Architectural Review Committee and all persons exercising powers and duties of an officer, director or member of the Architectural Review Committee to the full extent now or hereafter permitted by law.

ITEM 15. - INCORPORATOR

15.01. The incorporator of this corporation is John E. Fess, whose address is State Road 54 at Scarborough Drive, Lutz, Florida 33549.

ITEM 16 - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ITEM 17 - FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the undersigned, the subscribing incorporator, has hereunto set his hand and seal the 11th day of June, 1996.

Signed, Sealed and Delivered
In the Presence of:

[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]
JOHN E. FESS

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME personally appeared JOHN E. FESS, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal at Wesley Chapel, County of Pasco, State of Florida, this 11th day of June, 1996.

Sign: Carol A. Reventas

Print: Carol A. Reventas
NOTARY PUBLIC

My Commission Expires:

OFFICIAL NOTARY SEAL
CAROL A REVENTAS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC444467
MY COMMISSION EXP. MAR. 12, 1997

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First -- That Copper Ridge/Brandon Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation at c/o Scarborough Corporation, State Road 54 at Scarborough Drive, Lutz, Florida 33549 has named Gary N. Strohauser, located at 1150 Cleveland Street, Suite 300, Clearwater, FL 34615 as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.

BY: 
GARY N. STROHAUSER, Resident Agent

RECEIVED
36 JUN 18 PM 3:19
FBI - TAMPA

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WOP

Prepared by & Return to:
Gary N. Strohauser, P.A.
BAXTER & STROHAUSER, P.A.
1150 Cleveland Street, #300
Clearwater, FL 34615

BY-LAWS OF
COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit under
the Laws of the State of Florida)

I. IDENTITY

1. These are the By-Laws of the Copper Ridge/Brandon Homeowners' Association, Inc., a corporation not-for-profit, under the laws of the State of Florida, hereinafter called "Association". The Association has been organized to promote cooperation among lot owners and property owners in Copper Ridge and generally to provide for the mutual assistance, welfare and improvement of all such persons. The purposes of the Association are more particularly set forth in Item 2, Section 2.01 of the Articles of Incorporation of the Association which was filed of record in the Office of the Secretary of State of the State of Florida, on June 18, 1996.

In the event of any inconsistency between the provisions contained herein and the provisions contained in the Articles of Incorporation of this corporation, the terms and conditions provided in the Articles of Incorporation shall take precedence over the terms and provisions of these By-Laws and said Articles of Incorporation shall control.

2. The office of the Association shall initially be at State Road 54 at Scarborough Drive, Wesley Chapel, Florida 33543 or at such other place as the Board of Directors may determine from time to time.

3. The fiscal year of the Association shall be the calendar year.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit"; and "1996", the year of incorporation. An impression of such seal is affixed to the right hand margin of this first page of the By-Laws.

5. These By-Laws are adopted pursuant to Item 12, Section 12.01 of the Articles of Incorporation ("Articles") of Copper Ridge/Brandon Homeowners' Association, Inc., filed of record in the Office of the Secretary of State of the State of Florida on June 18, 1996, and are subject to the provisions of the Declaration ("Declaration") of Covenants, Conditions and Restrictions made on June 11, 1996, by Scarborough-Sembler Joint Venture, and filed on

1996 AUG 15 AM 8:39

96201172

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

June 14, 1996, in Official Record Book 8182, Pages 1522 through 1554, inclusive, of the Public Records of Hillsborough County, Florida.

II. DEFINITIONS

The following words when used in these By-Laws (unless the context shall prohibit) shall have the following meanings:

1. "Property" shall mean and refer to all existing properties and additions thereto, as are subject to the Declaration and any Supplemental Declaration under the provisions of Article II of the Declaration, and may sometimes be referred to as Copper Ridge.

2. "Association" shall mean and refer to the Copper Ridge/Brandon Homeowners' Association, Inc., its successors and assigns.

3. "Dwelling Unit" shall mean and refer to all private residential living units constructed on a Lot within Copper Ridge and may sometimes be referred to as "Dwelling" or "Unit".

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any residential dwelling unit or Lot or commercial property situated within Copper Ridge, but shall not include a mortgagee.

5. "Declarant" shall mean and refer to Scarborough-Sembler Joint Venture, its agents, successors and assigns, or such other construction company that undertakes to develop real estate in Copper Ridge under an agreement with the owners of the land. The Declarant may sometimes be called or referred to as "Developer".

6. "Member" shall mean and refer to members of the Copper Ridge/Brandon Homeowners' Association, Inc.

7. "General Plan of Development" shall mean and refer to either the final plan or record plat for a particular area(s) of Copper Ridge.

8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property for the construction of a residence or commercial structure, with the exception of the Common Area(s), together with all improvements situated thereon from time to time.

9. "Board of Directors" when referred to herein shall mean the Board of Directors of Copper Ridge/Brandon Homeowners' Association, Inc., which is more particularly described in Item 11, Section 11.01, inclusive, of the Articles of Incorporation.

10. "Committee" when referred to in these By-Laws shall mean the Architectural Control Committee provided for in Article VI of the Declaration.

11. "Common Area" shall mean all real property, including improvements thereto, owned or areas of easement held in favor of the Association or administered to by the Association for the common use and enjoyment of the Members of the Association. The Common Areas may include parking areas, landscaped areas outside the lots, swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, or holding areas contained in the Property. Common Area(s) may sometimes be called or referred to as "Community Property".

12. "Developer" shall mean Scarborough-Sembler Joint Venture, or other third party responsible for the subdivision and improvement of the land.

13. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Copper Ridge/Brandon Homeowners' Association., Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

14. "Residence" shall mean and refer to a private family dwelling located upon a Lot.

15. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Copper Ridge as are more fully identified in Item I(5) hereof.

16. All other terms defined in these By-Laws shall have the same meaning when used herein.

III. MEMBERSHIP

1. Every person or entity who is the owner of record of a fee interest in any Lot or who is purchasing one or more Lots under a contract or purchase agreement within Copper Ridge shall be eligible to be a member of the Association, subject to and bound by the Certificate, these By-Laws, Rules and Regulations adopted by the Board of Directors and the Declaration. For this purpose, ownership of a Dwelling unit under any unit ownership arrangement or agreement shall be deemed ownership of a Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots

under contract or agreement of purchase, the membership to such Lot(s) shall be joint and the right of such membership (including voting power arising therefrom) shall be exercised only as stipulated in Paragraph 2 of this Item III. (See Article III, Section 1 of the Declaration.)

2. During any period in which a Member shall be in default in payment of any annual, special or periodic assessment levied by the Association, the voting rights and right to the use of the common areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any Rules or Regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a Committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time and place and date of hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive (see Article III, Section 1 of the Declaration).

3. No membership fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due, the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws or as the Members of the Association may from time to time hereafter adopt (see Article III, Section 1 of the Declaration).

IV. VOTING

1. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes with respect the voting rights:

A. Class A. Class A members shall be all owners with the exception of Declarant. Residential owners shall be entitled to one (1) vote per each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote(s) for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership as provided in Section 1 of this paragraph III above. The Class B membership shall cease upon the earlier of the following events occurring: (i) 75% of the Dwelling Units

have been conveyed to unit owners other than the Declarant, or (ii) four years following conveyance of the first Dwelling Unit to a Unit Owner other than the Declarant in a single phase development or eight years following such conveyance in an expandable project.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid (see Article III, Section 1.2, of the Declaration).

3. The voting on all matters shall be by written ballot. When officers or directors are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail (see Article III, Section 2.3, of the Declaration).

V. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. Annual Meetings. The first annual meeting of the Members shall be held after all improvements and dwellings to be built by the Declarant on the Property and any additions thereto have been completed and conveyed to third parties, or at such earlier date as Declarant may establish in a written notice to the membership in compliance with Paragraph IV above. Each subsequent regular annual meeting of the Members shall be held on a date and at a time established by the Board of Directors. Meetings of the Membership shall be held in Hillsborough County, Florida, at such place as may be specified in the notice of meeting for the purpose of electing Directors. The Board of Directors shall always use its best efforts to provide a meeting place as near to Copper Ridge as practical.

2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the majority of the Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the combined votes of both classes of the entire membership.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least Twenty (20) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the records of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. At meetings of the Membership, the President shall preside, or in his absence, the Vice President shall preside, or in

the absence of both, the membership shall elect a Chairman.

5. The order of business at annual Members' Meetings, and as far as practical, at all other Members' Meetings, shall be as follows:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of the Minutes.
- (d) Reports of Officers.
- (e) Reports of the Committees.
- (f) Appointment by Chairman of Inspectors of Election.
- (g) Election of Directors.
- (h) Unfinished Business.
- (i) New Business.

6. Quorum. The presence at a meeting of Members entitled to cast or of proxies entitled to cast one-tenth of the votes of each Class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies must comply with the requirements, if any, of Florida law and shall be in writing and be filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

VI. DIRECTORS

1. The initial Board of Directors shall consist of three (3) persons. As long as Class B membership exists, the Board of Directors shall consist of not less than three (3) nor more than five (5) directors as the members shall determine. When the Class B membership is terminated as provided in Article III, Section 2, paragraph 1 of the Declaration of Covenants and Restrictions, the affairs of this Association shall be managed by a Board of five (5) Directors.

2. Election of Directors shall be conducted in the following manner:

(a) Directors shall serve for one (1) year terms and shall be elected each year at the annual meeting of members.

(b) A nominating committee of not less than three (3) Members may be appointed by the Directors not less than sixty (60) days prior to the initial annual meeting of the Members, and not less than ninety (90) days prior to the subsequent annual member meeting. The committee shall nominate one (1) candidate for each position to be filled. Other nominations may be made from the floor, whether or not a nominating committee is appointed.

(c) The election shall be by written ballot as provided in Article III, Section 2.3, of the Declaration, and those candidates receiving the greatest number of the combined total votes appurtenant to Class A and Class B Lots shall be elected. When there is only one (1) nominee or candidate for a Director vacancy, the Chairman may declare that such nominee to candidate has been elected by general consent or "acclamation". There shall be no cumulative voting.

(d) Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, except those vacancies provided or brought about by the removal of Directors by Membership. The Director selected by the remaining Directors to fill such vacancy shall serve out the unexpired term of office of the departing Director. A Director who misses four (4) consecutive regular meetings shall be deemed to have resigned and such Director's position shall be vacant.

(e) Any Director may be removed by concurrence of a majority of the combined total votes appurtenant to Class A and Class B Lots present at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting. The term of office of such Director elected by the Members shall expire simultaneously with the terms of office of the incumbent Directors who are similarly classified.

3. The organizational meeting of the Board of Directors that are newly elected at the first meeting of the Members, and of each Board that is newly elected at the annual meeting of the Members thereafter, shall be held within ten (10) days of their election and at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of an organizational meeting shall be necessary.

4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall

be given to each Director in writing personally or by mail, or telegraph, at least ten (10) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of the majority of the Directors. Not less than five (5) days' notice of the meeting shall be given to each Director in writing, personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

7. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors may be required by Certificate, the Declaration or these By-Laws.

8. If, at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. The presiding Officer of the Directors' meeting shall be the President, and if absent, the Vice President shall preside. In the absence of such presiding Officers, the Directors present shall designate one of their number to preside at such meeting.

10. The order of business at Directors' meeting shall be as follows:

- (a) Calling of roll.
- (b) Proof of Due Notice of Meeting.
- (c) Reading of Minutes and disposal of any unapproved Minutes.
- (d) Reports of Officers and Committees.
- (e) Unfinished Business.
- (f) New Business.
- (g) Adjournment.

11. All of the powers and duties of the Association existing under the Declaration, the Certificate and these By-Laws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by Members only when such approval is specifically required by appropriate documents, subject always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm as provided in the Certificate filed in the Office of the Secretary of State of the State of Florida on June 18, 1996, or any subsequent amendment or amendments to such Certificate.

12. The undertakings and contracts authorized by the initial Board named by the Declarant and any substitutes or replacements of the initial Board named by the Declarant shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the Membership at the first annual meeting of the Membership, notwithstanding the fact that the Members of the initial Board of Directors, or those named by the Declarant to replace the initial Board of Directors, may be or are Directors or Officers of, or otherwise associated with, the Declarant, subsidiaries or affiliates of the Declarant, or other entities doing business with the Association and Members of the Association.

13. Prior to the termination of Class B Members (as provided in Article III, Section 2 of the Declaration of Covenants and Restrictions) the Board of Directors shall not authorize, and the Association shall not be bound by any undertakings or contract (including a management contract) which undertaking or contract does not contain the right of termination on behalf of the Association, without cause, which right is exercisable without penalty at any time after termination of Class B Members, upon not more than ninety (90) days notice to the other party.

14. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) enforce and/or foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

VII. OFFICERS

1. The executive Officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors and who may preemptorily be removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive Officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the powers to appoint committees from among the Members, from time to time, as he may, at his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings

of the Directors and the Members. He shall attend to the giving and serving of all notice to the Members and Directors, and such other notices as may be required by law. He shall have the custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly assigned. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or President.

5. The Treasurer shall have the custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of Members that are required to implement the provisions of Article V of the Declaration of Covenants and Restrictions, dated June 11, 1996 and recorded June 14, 1996, in Official Record Book 8182, Pages 1522 through 1554, inclusive, of the Public Records of Hillsborough County, Florida. The Treasurer shall also keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. No Director shall receive compensation for services as a Director, but may be reimbursed for his actual expenses incurred in the performance of his duties as a Director. The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the contracting with a Director or a person, firm or entity with which a Director is associated, for the management or maintenance of Copper Ridge.

VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in Article V of the Declaration of Covenants, Conditions and Restrictions dated June 11, 1996, recorded June 14, 1996, in Official Record Book 8182, Pages 1522 through 1554, inclusive, of the Public Records of Hillsborough County, Florida, shall be supplemented by the following provisions:

1. At or after the first meeting of the Members, the assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Class A Lot and Class B Lot. Such account will designate the name and address of the Owner or Owners; the amount of each assessment against the Owners; the date and amounts in which assessments came due; the amounts paid upon the account; and the balance due upon the assessments.

2. Subject to the provisions of Section 6 and Section 8 of Article V of the Declaration, the Board of Directors shall determine the method of payment of such assessments and the due

dates thereof, and shall notify the Members thereof.

3. Depository of the Association shall be such bank or banks or other financial institutions which shall be designated, from time to time, by the Directors, and in which monies of the Association shall be deposited. Withdrawal of money from such amount shall be only by checks, signed by such persons as are authorized by the Directors.

IX. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall generally govern the conduct of the corporate proceedings when in conflict with the Certificate, these By-Laws, the Declaration, or with the Statutes of the State of Florida.

X. AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Upon proper notice, the By-Laws may be amended, altered or rescinded by a majority of those members of the Board of Directors present at any regular meeting, or any special meeting called for that purpose as specified in Item 12 of the Articles of Incorporation. Amendments may also be adopted upon vote of a majority of the total votes cast in person or by proxy, at any meeting called for this purpose.

2. Notwithstanding the foregoing provisions of this Article X, no amendment to these By-Laws may be adopted or become effective prior to the first Annual Meeting of the Membership of the Association, without the prior written consent of the Declarant.

3. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control; and in the case on any conflict between the Declaration and these By-Laws, the Declaration shall control.

4. So long as Class B membership exists, all amendments shall be subject to the approval of FHA and VA.

XI. GENDER

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, where the context so requires.

XII. BOOKS AND RECORDS

The books, records and papers of the Association shall at all

times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

XIII. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the statutory interest rate for judgments in Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

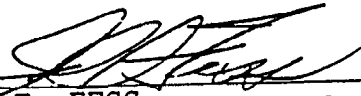
XIV. CORPORATE SEAL

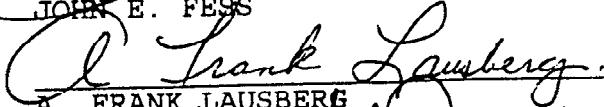
The Association shall have a seal in circular form having within its circumference the words: Copper Ridge/Brandon Homeowners' Association, Inc.


XV. FISCAL YEAR

The fiscal year of the Corporation shall be from January 1 through December 31, except that the first year shall be from the date of incorporation through December 31 of that year.

IN WITNESS WHEREOF, we, being all of the Directors of Copper Ridge/Brandon Homeowners' Association, Inc., have hereunto set our hands and seals this 18th day of JUNE, 1996.



JOHN E. FESS


A. FRANK LAUSBERG


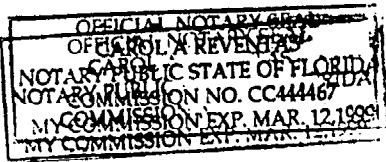
FREDERICK H. BURCAW

(Corporate Seal)

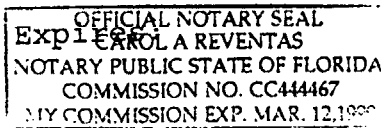
STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, personally appeared JOHN E. FESS, A. FRANK LAUSBERG and FREDERICK H. BURCAW, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal at Wesley Chapel, County of Pasco, State of Florida, this 18th day of June, 1996.



Carol A. Reventas
NOTARY PUBLIC
My Commission



CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of the Copper Ridge/Brandon Homeowners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida; and

That the foregoing By-Laws constitute the original By-Laws of said Association, and were duly adopted at the meeting of the Board of Directors thereof, held on the 18th day of JUNE, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 18th day of JUNE, 1996.

A. Frank Lausberg (SEAL)
A. FRANK LAUSBERG
Secretary of Copper Ridge/Brandon Homeowners' Association, Inc.

(Corporate Seal)



THIS IS NOT A CERTIFIED COPY

INSTR # 2006418996

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Pg 1650: (1pg)

RECORDED 08/29/2006 03:28:18 PM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Meany

CERTIFICATE OF THE SECOND AMENDMENT TO THE BYLAWS OF
COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC

This is to certify that a duly called meeting of the Board of Directors of Copper Ridge/Brandon Homeowners' Association, Inc. was held on June 6,2006, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to Article VI, Paragraph 2. (a) of the Bylaws, included, was duly adopted by a unanimous vote of the Board of Directors. The Bylaws for Copper Ridge/Brandon Homeowners' Association, Inc. was originally recorded in the Official Records Book 8250, Page 0086, Official Records of Hillsborough County, Florida.

VI. DIRECTORS

2. (a) Each Director shall serve two (2) year terms with two (2) directors serving three (3) year terms, two (2) directors serving two (2) year terms and the remaining director (s) serving a one (1) year term and shall be elected each year at the annual meeting of the members.

IN WITNESS WHEREOF, COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC, has caused this instrument to be signed by its duly authorized officer on this 1st day of Aug, 2006.

Copper Ridge/Brandon Homeowners' Association, Inc.
By: [Signature]
Signature
Hermes O. Vargas, President
Printed name and title

[Signature]
Signature of witness
Garth Kluge
Printed name of witness

BEST IMAGE(S)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of Aug, 2006 by HERMES VARGAS as PRESIDENT of Copper Ridge/Brandon Homeowners' Association, Inc. on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He is personally known to me or has produced as identification.

[Signature]
Notary Public

Seal:

Genine Stewart
Printed name

[Notary Seal]
Genine Stewart
My Commission DD278393
Expires January 01 2008

Wetherington Hamilton Harrison - Fair
Po Box 172727
Tampa Fl 33622-0727
Jen.

Prepared by & Return to:
Gary N. Strohauer, Esq.
BAXTER & STROHAUER, P.A.
1150 Cleveland Street, #300
Clearwater, FL 34615

COPPER RIDGE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 11th day of June, 1996, by SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida General Partnership, hereinafter referred to as DECLARANT.

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive community to be named Copper Ridge; and

WHEREAS, DECLARANT desires to insure the attractiveness of the individual lots and other community facilities within Copper Ridge and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of common areas and other community facilities, and, to this end, desires to subject the real property described in Articles II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, DECLARANT has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Copper Ridge and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering all common and community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, DECLARANT will incorporate under the laws of the State of Florida, as a non profit corporation, Copper Ridge/Brandon Homeowners' Association, Inc., for the purpose of exercising the functions aforesaid within Copper Ridge.

NOW, THEREFORE, THE DECLARANT declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

JUN 14 1996 10 40 AM '96

covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Copper Ridge" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration and any Supplemental Declaration under the provision of Article II hereof.

2. "Association" shall mean and refer to Copper Ridge/Brandon Homeowners' Association, Inc., a Florida not-for-profit corporation.

3. "Dwelling Unit" shall mean and refer to all private residential units constructed on a lot within Copper Ridge. May sometimes be referred to as "Dwelling" or "Unit".

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential Dwelling Unit, Lot or Multi-Family Unit situated within Copper Ridge but shall not include mortgagees.

5. "Common Improvements" - those lands or improvements erected thereon as donated or constructed by the Developer and/or Association for the enhancement and protection of The Property or to meet the governmental requirements placed on The Property.

6. "Declarant" and "Developer" shall mean and refer to Scarborough-Sembler Joint Venture, its agents, successors and assigns, or such other construction company that undertakes to develop real estate in Copper Ridge under an agreement with the owners of the land. The Declarant may sometimes be called or referred to as Developer.

7. "Member" shall mean and refer to members of the Copper Ridge/Brandon Homeowners' Association, Inc.

8. "General Plan of Development" shall mean and refer to all recorded plats for particular areas of Copper Ridge Subdivision.

9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property for the construction of a residence, with the exception of the Common Area(s), together with all improvements situated thereon from time to time. A lot may

also be referred to as Unit when developed.

10. "Board of Directors" when referred to herein shall mean the Board of Directors of Copper Ridge/Brandon Homeowners' Association, Inc.

11. "Committee" when referred to herein shall mean the Architectural Control Committee provided for in Article VI hereof.

12. "Common Area" and "Community Property" shall mean all real property, including improvements thereto, owned or areas of easement held in favor of the Association or administered thereto by the Association for the common use and enjoyment of the members of the Association. The Common Areas may include parking areas, walkways and parking areas, landscaped areas outside the lots, swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, or retention areas contained in the Property. Common Area(s) may sometimes be called or referred to as Community Property. The surface water management system shall constitute a part of the Common Areas. Common Areas shall not include streets within the property defined in Article II, Section 1, as all streets are dedicated public streets, the dedication of which has been made and accepted by Hillsborough County, Florida. The Common Areas applicable to the Property as defined in Article II, Section 1 are more fully described and depicted on the subdivision plat for the Property and all Common Areas shall be conveyed to Copper Ridge/Brandon Homeowners' Association, Inc. in accordance with Article IV, Section 2 hereof.

13. "Institutional first mortgage" shall mean a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental agency or institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Residence.

14. "Bylaws" shall mean and refer to the Bylaws of Copper Ridge/Brandon Homeowners' Association, Inc., all exhibits and Rules and Regulations which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

15. "Residence" shall mean and refer to a private family dwelling located upon a lot.

16. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Copper Ridge/Brandon Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

17. "Multi-Family Property" shall mean the real property described on subsequent plats of Copper Ridge as multi-family property which may, along with other properties, at the option of DECLARANT, be added at some later date as an addition to the existing property pursuant to Article II, Section 2 hereof. There is no "Multi-Family Property" subjected to this Declaration at the present time.

18. "Multi-Family Unit" shall mean and refer to each private residential unit constructed on the real property described as Multi-Family Property pursuant to paragraph 17 above.

19. "Surface Water Management System" shall mean that water management system approved and adopted by the SWFWMD for Copper Ridge as the same may be modified and amended from time to time by SWFWMD and/or Association.

20. "Existing Property" shall mean the real property described on Exhibit "A" hereto which is the property which is initially subject to this Declaration and all additions thereto.

21. All other terms defined in the Declaration shall have the same meaning when used herein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The Real Property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described as Copper Ridge Tract C, less the lands identified as Lot 1, Block F, in Plat Book 78, Page 22, and incorporated by references fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Existing Property." The property identified in the described Plat as Lot 1, Block F is commercial property and is specifically not subjected to or subject to this Declaration. Attached hereto and by reference made a part hereof as Exhibit "A" is the complete legal description of the Existing Property.

Section 2. Additions to Existing Property. Without further assent or permit, DECLARANT hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Copper Ridge, and thereby bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record (Section 1 above) to this Declaration, or one or more supplementary Declarations with respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their

just share of the Association's expenses. Each supplementary Declaration may contain such complimentary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided however, any such supplementary declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected thereto.

Section 3. Additions. In the event additional property is submitted to this Declaration, DECLARANT reserves the right to replat in its sole discretion any previously platted properties already submitted to this Declaration in order to establish streets, walkways, and open spaces that adequately and consistently provide access and harmony in appearance to all portions of the Property. If DECLARANT shall determine that replatting of any previously platted property is necessary or expedient, and any Lot or parcel within that previously platted property has been conveyed to a third party, such third party Owner, his successors, assigns, grantees, heirs or legal representatives shall execute any and all applications, affidavits and instruments requested by DECLARANT in order to effectuate such replatting, provided that such replatting shall not materially affect the right of convenient access to Lots previously conveyed to third parties under the previous plat.

Section 4. Mergers. Upon a merger or consolidation of Copper Ridge/Brandon Homeowners' Association, Inc. with another homeowner corporation (or similar organization as provided in its Bylaws, its properties, rights and obligations may be transferred to another surviving or consolidated homeowner corporation, or, alternatively, corporation may, by operation of law, be added to the properties, rights and obligations of the Copper Ridge/Brandon Homeowners' Association, Inc. as a surviving corporation pursuant to a merger. The surviving or consolidated homeowners corporation or association may administer the covenants and restrictions established by this Declaration within the Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

Section 5. Approval. So long as there is Class B membership as defined in Article III hereof, annexation of additional properties and dedication of common areas or community properties by the DECLARANT shall require the prior written approval of FHA and VA. Upon the expiration of Class B membership, this provision shall have no further force or effect.

ARTICLE III

AGREEMENT TO JOIN ASSOCIATION;
ASSOCIATION MEMBERSHIP AND VOTING RIGHTSSection 1. Membership.

1. Every person or entity who is the owner of record of a fee interest in any Lot or Multi-Family Unit or who is purchasing one or more Lots or Multi-Family Units under a contract or purchase agreement within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, this Declaration, the Bylaws, and all the Rules and Regulations. For this purpose, ownership of a Lot or Multi-Family Unit under any unit ownership arrangement or agreement shall be deemed ownership of a Lot or Multi-Family Unit. The foregoing is not intended to include persons or entities who hold an interest in any Lot or Multi-Family Unit merely as security for the performance of an obligation. Ownership of such Lot or Multi-Family Unit shall be the sole qualification for membership. When any Lot or Multi-Family Unit is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots or Multi-Family Unit under contract or agreement of purchase, the membership as to such unit(s) shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised (only as stipulated in Section 2 hereinbelow).

2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by The Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time and place and date of hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive.

3. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-laws, or as the members of the Association may from time to time hereafter adopt.

Section 2. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the Lot or Multi-Family Unit. There shall be two classes with respect to voting rights:

A. Class A. Class A members shall be all owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot or Multi-Family Unit owned. When more than one person holds an interest in any Lot or Multi-Family Unit, all such persons shall be members. The votes for such Lot or Multi-Family Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Multi-Family Unit.

B. Class B. The Class B members shall be the DECLARANT and its successors and assigns. The Class B members shall be entitled to three (3) votes for each Lot or Multi-Family Unit in which it holds the interest required for membership as provided in Section 1 of this Article III. The Class B membership shall cease upon the earlier of the following events occurring: (i) after 75% of the Lots have been conveyed to an Owner other than the DECLARANT, or (ii) four (4) years following conveyance of the first Dwelling Unit to a Unit Owner other than the DECLARANT in a single phase development or eight (8) years following such conveyance in an expandable project.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. Voting on all matters shall be by a written ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of ballots for such elections may be conducted by mail.

ARTICLE IV

PROPERTY RIGHTS IN THE
COMMON AREAS/COMMUNITY PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 below, every Residential Member of the Copper Ridge/Brandon Homeowners' Association shall have a non-exclusive right and easement of enjoyment in and to the Common Areas and Community Properties and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit situated within Copper Ridge.

Section 2. Title to Common Areas/Community Property. The DECLARANT may retain the legal title to the Common Areas/Community

Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the DECLARANT, the Copper Ridge/Brandon Homeowners' Association is able to maintain the same, provided however, all Common Areas and Community Properties shall be conveyed to the Association free and clear of all encumbrances not later than the time FHA, VA, FNMA or FHLME or any of them insures the first mortgage upon Lots included within the lands subject to the Copper Ridge Declaration of Covenants, Conditions and Restrictions.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the use of the Common Area to Dwelling Unit or Lot Occupants, their families and bona fide guests in accordance with written rules and regulations promulgated by Association from time to time;

2. The rights of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Unit remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

3. The right of the Association to dedicate, mortgage or transfer all or any part of the Common Area or Community Properties to any public agency, authority, or utility or for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer of the Common Areas or Community Properties shall be effective unless the Members entitled to at least two-thirds (2/3) of the total votes appurtenant to each class of members shall agree by written instrument recorded in the Public Records to such dedication or transfer, provided this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installations and maintenance of electrical, telephone, cable television, water and sewage, utilities and drainage facilities and the like upon, over, under and across the Common Areas without the assent of the membership when such easements are requisite for the convenience, use and enjoyment of the Property.

4. The right of the Developer and Association to impose reasonable covenants and restrictions in respect to such Common Areas/Community Properties, in addition to those set forth therein at the time of conveyance of such Properties to the Copper Ridge/Brandon Homeowners' Association and such covenants and restrictions will be incorporated by reference and made part of this Declaration.

Section 4. Extension of Rights and Benefits. Every Member of the Copper Ridge/Brandon Homeowners' Assn. shall have the right to extend the rights and easements of enjoyment vested in him under

this Article to his tenant(s) and to each member of an occupant's family who resides with him within Copper Ridge, and to such other person as may be permitted by the Copper Ridge/Brandon Homeowners' Association.

Section 5. Residential Lots and Multi-Family Units. Residential Lots and Multi-Family Units shall have the sole exclusive use of all Common Areas/Community Properties.

Section 6. No Liability of Owners. Owners shall have no individual liability for damage occurring to Common Areas, Community Properties or Lots in Copper Ridge unless such damage was caused by such Owner.

Section 7. Ingress and Egress Through Common Area. If ingress and egress to any residence is through a Common Area or Community Property, any conveyance or encumbrance of such Common Area or Community Property shall be subject to an easement in favor of the Owner whose ingress or egress to his residence is through such Common Area or Community Property.

Section 8. Surface Water Management System (SWMS). Ownership of the SWMS is vested in the Association and it shall be the responsibility and obligation of the Association to operate and maintain the surface water management system for the benefit of the property and all owners.

ARTICLE V

COVENANTS AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Multi-Family Unit within Copper Ridge by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other (contract for deed) conveyance, shall be deemed to covenant and agree to pay to Copper Ridge/Brandon Homeowners' Association: (1) annual assessments or charges; (2) special assessments for maintenance, repair or restoration; (3) special assessments for capital improvements, said such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and all costs of collection thereof as hereinafter provided, shall be a charge on the land and improvements thereon, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and all costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as

the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping and beautification of the Common Areas, and the maintenance repair of all improvements thereon, and which shall include the costs of maintenance and operation of the surface water management system. Common Areas may also include public easements held in favor of the Association or other lands and improvements thereon, designated by the Developer and/or the Association. Funds may also be used to provide other services for the Association Members, to promote the health, safety, and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

Section 3. Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the Common Areas, any Unit which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority, all land granted to or used by a utility company. Properties owned by a charitable or non-profit organization, may likewise be exempt therefrom at the sole discretion of the Board of Directors as they may from time to time deem appropriate.

Section 4. Annual and Original Assessments.

1. Annual Assessment. The annual assessments shall be based upon the budget for the operation and maintenance adopted by the Board of Directors of the Association from time to time. In the event DECLARANT, in its sole discretion, shall construct recreational facilities upon the Common Areas, the expenses for the maintenance and operation of any such recreational facilities shall be treated as a common expense of the Association. Nothing shall obligate DECLARANT to construct any recreational facilities on the Property, or on any additions thereto. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Ninety Dollars (\$190.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

2. Increase in Assessments. The annual assessment for each year (commencing January 1 of the year following the year in which the first Lot is conveyed to an Owner), may be increased each year

not more than 5% above the maximum annual assessment from the previous year's budget without a vote of the membership. The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of Members who are voting, in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

3. Original Assessments. So that the Association may defray the initial cost of operation before a substantial number of Lots have been conveyed to Owners and assessments from such Owners are being paid to the Association, each Owner, at the time such Owner acquires title to his Lot, shall pay a sum of One Hundred Twenty Five Dollars (\$125.00) to the Association for such Lot. Such payment shall be a contribution to the capital of the Association and will not be recoverable by the Owner upon sale of his unit to a third party. Credit for such capital contribution shall remain with the Lot, and therefore, any party to whom such Owner shall sell his Lot will receive credit for such capital contribution. DECLARANT or its successors under no circumstances shall be liable or responsible for payment of original assessments.

Section 5. Special Assessments.

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

2. Special Assessment Against Particular Lot(s). In addition to the assessments described above, the Association may levy a special assessment against a particular Lot to recover damages or expenses chargeable against that Lot, the lot Owner, his family, guests, invitees, agents or tenants for damage and structural maintenance, restoration or repairs without approval of the membership. The Association shall provide to the Lot Owner a written notice stating the amount of and the due date for the payment of such special assessments. The Association shall have all lien and foreclosure rights as set forth in the Declaration for any assessments.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for capital improvements for Lots shall be fixed at a uniform rate for all Lots and may be collected not less frequently than annually by the Association.

Section 7. Notice and Quorum for any Action Authorized Under Sections 4 and 5 Requiring Membership Approval. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 5 of this Article shall be sent to all members not less than twenty (20) days and not 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 one-tenth (1/10) of the votes of each Class shall constitute a quorum.

Section 8. Date of Commencement of Annual Assessment, Due Dates, Certificate of Payment. Annual assessments provided for herein shall commence on the first day of the month following the recordation of Units/Lots created subsequent to this Declaration or January 1, 1997, whichever comes later. Subsequently, the first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Not later than thirty (30) days preceding January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Unit/Lot and, in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every owner. The due dates for payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Dwelling Unit/Lot have been paid to date. Assessments are collected by the Association on a quarterly basis unless otherwise specified herein.

Section 9. Effect of Non-Payment of Assessment; Remedies of the Association; the Personal Obligation of the Owner; the Lien.

1. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the statutory rate for interest on judgments established under Florida law and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Lot(s), and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Unit or Lot.

2. If the assessment is not paid within thirty (30) days after it becomes due, then the Association shall have a continuing lien on the delinquent Lot, which lien shall continue until the delinquent assessment is paid. Each Owner of any Lot by acceptance of a deed therefor or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to

covenant, which covenant shall run with the land, that such lien shall encumber the Owner's Lot. Such lien may be perfected by the filing of an instrument among the Public Records of Hillsborough County, Florida, indicating the amount of such lien and the obligation for interest and attorneys' fees and costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed. The Association, by and through its authorized officers, shall, from time to time, upon the request of an Owner or mortgagee, issue certificate, stating the amount of any assessment due with respect to such Lot, and any third party may rely on such certificate, and the Association shall be bound thereby.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens, save and except ad valorem tax liens and first mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby (subject only to tax liens), and secure indebtedness whose payments are amortized in monthly or quarter-annual payments basis on an amortization period of no fewer than ten (10) years. Sale or transfer of any Unit which is subject to a first mortgage as herein described, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereto, shall extinguish the lien of such assessments as to payments thereof which became due prior to sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the Units as a common expense.

ARTICLE VI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of functioning as the Architectural Control Committee, hereinafter referred to as the Committee, and enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment by the DECLARANT, shall assume and shall be responsible for enforcement. Reference in this Article to Committee shall mean the Developer until the Committee is appointed by the DECLARANT. The following architectural, maintenance and use restrictions shall apply to each and every Lot or Lots or any other structure now or hereafter subjected to this Declaration.

Section 1. Approval of Plans and Architectural Committee. For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the

exclusive power and discretion to control and approve all of the buildings, structures and repairs and/or improvements on each Lot and Multi-Family lands in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or repairs and/or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and/or landscape plans must be accompanied by site plans which show the siting of structures on each side of the building under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if, in the sole opinion of the Committee, a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built, to the building plat upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

Section 2. Prerequisites. As a prerequisite to consideration or approval, and prior to beginning the alteration or improvement work contemplated, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly, and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such

exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications subsequent to initial construction and sale. Said fee shall not exceed Fifty Dollars (\$50.00) for each owner review for minor repairs, remodeling, alteration or addition.

1. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any structure can be occupied, it must be completely finished.

2. Until such time as Developer divests itself of all Lots within Copper Ridge or until Developer appoints an Architectural Control Committee, the Developer shall function as the Committee. After the Developer divests himself of all Lots within Copper Ridge, the Committee shall be selected by a majority vote of the Board of Directors for their architectural, engineering and building knowledge and expertise. The Committee shall consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans and specifications and to rule on other matters over which they have been given authority by these documents.

Section 3. Setbacks.

1. Minimum setback lines shown on the final Site Plan as required by Hillsborough County of the properties are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. Setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each Unit or other structure on each lot, and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any Lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said final Site Plan or subject to this Declaration as an "addition" which is designated for attached or semi-attached dwellings. Any such building, structure or appurtenances thereon may abut upon and be incorporated into any party wall and there shall be no side line setback requirements as to lot side lines upon which party walls are constructed.

2. Setback provisions herein prescribed may be altered by the Developer whenever in his sole discretion the topography or configuration of any Lot in said subdivision will so require.

3. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to any Common Areas.

Section 4. Living Area.

1. No residences shall be erected or allowed to remain on any Lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 1,400 square feet. The Developer reserves the sole and exclusive right to determine minimum square footage requirements for any and all additions to existing property which may subsequently be added pursuant to Article II, Section 2 hereof.

2. The Developer shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or other considerations which warrant such reduction.

3. All single family detached dwellings shall have at least a two-car enclosed garage (equipped with garage doors that shall be maintained in a useable condition) and concrete drive that will provide off-street parking for at least a total of two (2) vehicles.

4. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for that property as the same may be amended from time to time. The area and width of each Lot on any additional Property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent Plat of said additional Property, as the same may be amended from time to time, which plat shall be recorded in the Public Records of Hillsborough County, Florida.

Section 5. Land Use.

1. By or with the written consent of the Committee, one or more lots (as shown on The Approved General Plan of Development) or parts thereof, may be resubdivided or combined to form one single building; provided, however, in such event, the resulting Lots shall not be smaller in total area than either of the original Lots prior to such subdivision.

2. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the residential platted lots in said subdivision as same are now platted according to said recorded plats of said subdivision, except that more than one Lot may be used for one private residence.

3. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family

dwelling.

4. No structure of temporary nature or character shall be used as a residence.

5. No building or structure shall be moved onto any Lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property hereinbefore described shall be constructed thereon.

6. No building erected for use as a carport or garage upon the land hereby conveyed or upon any parcel thereof or any Lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to park or remain within the boundaries of any of the Lots or Common Area, whether for dwelling purposes or not, except for loading and unloading purposes.

7. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways, and a basic shrubbery planting across the front of the house.

Section 6. Maintenance.

1. All Owners shall mow and maintain Lots prior to construction so as not to detract from value of surrounding area.

2. All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by the respective owners. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements.

3. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, after approval by a majority vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of an assessment to which such Lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such Lot. Entry to perform maintenance shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these

provisions.

4. To preserve the natural integrity and beauty of the land, water runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more shall be cut, destroyed or mutilated except with the prior written consent and permission of the Association; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Association and permission for such cutting and removal has been obtained.

Section 7. Screening or Other Uses.

1. No clothes lines of any configuration shall be installed or erected upon any Lot.

2. No mailbox, paperbox or other receptacle of any kind for the use and delivery of mail, newspapers or similar materials shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee and be in conformity with United States postal standards.

3. No house trailer or motor home shall be permitted to stay on any Lot, Common Area, street or public right-of-way. No boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall be permitted to stay on a street, public right-of-way or on a Lot, street, or Common Area, unless permanently enclosed in a garage and not visible from public view. Temporary buildings and other structures shall be permitted for offices, storage or as a temporary real estate sales office of DECLARANT or his authorized agent for the sale of land and residences. No carport, garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently. No vehicles shall be parked over night except on driveway pads or within garages.

4. No house or other structure on any residential Lot shall be used for any commercial or business purposes wherein people other than those living within the dwelling are invited for the purpose of conducting any business. This shall not apply to Model Homes so designated by the DECLARANT. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding

property. No trash, rubbish, stored materials, off-road, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event that any Owner of any Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such Lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to Lots upon which houses are under construction.

5. No window air conditioning units shall be installed in any dwelling.

6. All trash, garbage and other waste shall be kept in sanitary containers and shall be kept within an enclosure or properly screened so as to be out of sight from the front or side streets, except when placed at a designated pickup location, not earlier than 6:00 p.m. on the day preceding the day of trash pickup.

7. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except such as may be approved for energy conservation purposes by the Architectural Control Committee.

Section 8. Fences, Hedges and Landscaping.

1. All the landscape plans, fences and hedges must receive prior written approval from the Association before implementation.

2. No hedge which is located between the street right-of-way and the front building line of the house shall be grown higher than three (3) feet. Hedges shall not exceed six (6) feet in height from the front building line of the house to the rear property line. No hedge shall be constructed within ten (10) feet from a street right-of-way. No hedge shall exceed six (6) feet in height regardless of location.

3. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot

within the triangle area formed by the street property lines and the line connecting them at points twenty (20) feet from the intersection of the street lines, or in a case of rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line and the edge of the driveway. No trees shall be planted within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4. Fences shall be constructed either of wood or high quality PVC fencing which mimics wood fencing. All posts and stringers shall be exposed only to the inside of the Lot. No fence of any type shall be permitted between the street right-of-way and the rear building line of the house. An exception can be made when a side entry man door to the house exists, in which case the fencing can come forward of the rear building line to the front edge of said man door. Fences shall not exceed six (6) feet in height. No fence shall be constructed within twenty (20) feet from a street right-of-way line without the prior written consent of the Architectural Control Committee. No chain link fence may be erected on any residential Lot. Chain link fences may be permitted in common recreational areas as deemed necessary by the Association. No fence shall be installed until plans for same are submitted to the Architectural Control Committee and approval in writing has been granted by the Committee.

Section 9. Animals.

1. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages. In no event shall more than three (3) pets be housed on any lot.

2. No person owning or having possession, charge, custody or control of any pet shall cause, permit or allow the pet to stray, run, be, go or in any other manner be at large in or upon any public street, sidewalk or park, or on private property of others without the express or implied consent of the Owner of such private property. Governmental or municipality leash laws apply at all times.

Section 10. Signs. No signs of any kind shall be displayed to the public view on any Lot, except one professional sign measuring no more than 16 inches tall and 16 inches wide, and shall not extend more than four (4) feet above the ground, advertising the dwelling for sale or rent, or signs used by DECLARANT to advertise the Property during construction and sales period. DECLARANT'S or his Authorized Agent's signs shall not be subject to the size limitation set forth herein.

Section 11. Utilities.

1. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the Lots shall be underground, unless approved by DECLARANT or Committee, provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

2. No Lot Owner shall install or permit any exterior antenna or satellite or communications dish larger than eighteen (18) inches in diameter upon any Lot, building on a Lot or a Common Area. A dish eighteen (18) inches or less in diameter may be installed if it is not visible to public view from any street and if the installation and location of said dish has been approved in writing by the Architectural Control Committee.

Section 12. Wells and Lakes.

1. Except with the prior written approval and permission of the Committee, no water well shall be sunk or drilled on any Lot. However, DECLARANT reserves the right to locate wells and pumping stations designated for such use.

2. The DECLARANT or Association shall have the sole and absolute right, but no obligation, to control the water level of the lakes located within Copper Ridge, and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes. Access to such areas over Lots during daylight hours shall not be deemed trespassing.

3. No Unit Owner or resident shall have any right to pump or otherwise remove any water from lakes for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewer, water discharge from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbish, debris, ashes, or other refuse in any of the lakes or retention area(s), or on any Common Area.

Section 13. Noxious Activities.

1. The pursuit of hobbies, professions, or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Areas without the consent of the Developer or Association.

2. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. No vehicles exceeding a 3/4 ton weight limit, or trailers, or unlicensed vehicles shall be permitted to remain overnight on the property of a private dwelling within Copper Ridge, other than as may be used by the DECLARANT and builders in conjunction with construction operations.

Section 14. Storage of Materials and Equipment Placement.

1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, coolers, water conditioners, pool filters and/or heating equipment, woodpiles, garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be walled, fenced or landscape buffered to conceal same from the view of the neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must receive written approval by the Committee prior to construction.

2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding mechanical devices or any other thing used for longer than the length of time reasonably necessary for the construction to completion of the improvement for which same is to be used are allowed on any Lot or Common Area.

3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except for water tanks that may be constructed by the DECLARANT for the storage of potable water for the community and fuel tanks for DECLARANT'S use during construction operations. Notwithstanding the foregoing, propane tanks for pool and spa heating are expressly permitted, provided such tanks are screened from public view.

Section 15. Easement Rights. Easements are expressly provided for and reserved in favor of the occupants of the Property, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving the Property and for vehicular traffic over and across such portions of any Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of any Common Areas by the dwelling occupants, their families, guests or tenants. The use by DECLARANT, his agents or employees, of the easement described herein during the construction period shall not be deemed an interference of the use and enjoyment of the Common Area.

Section 16. Miscellaneous.

1. No Owner or occupant other than the DECLARANT shall excavate or extract earth from any of the Lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots. No Lot shall be increased in size by filling in the water it abuts.

2. No private or outside toilet facilities shall be constructed or maintained on any Lot other than those used during construction operations.

3. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, in the event that any Unit, as constructed by the DECLARANT on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Unit as constructed upon any Lot by DECLARANT, encroaches or overlaps upon any other Lot or the Common Areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Unit is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Areas.

4. Except as specifically provided herein, no outside tanks, towers, poles, treehouses or other storage or recreation structures for any purposes shall be erected on any portion of the Lot. This prohibition shall specifically include above ground pools and skateboard ramps, but shall not include the installation of basketball backboards, which structures are specifically permitted provided, however, the location of the same shall be subject to the approval of the Architectural Control Committee and provided further that basketball backboards shall not be attached to any dwelling unit and must be mounted on a separate post and must be erected contiguous to the driveway leading to the garage. Installation and use of play equipment other than basketball backboards shall be limited to the rear of each Lot only, and not closer than five (5) feet to property lines.

Section 17. Compliance with Conditions of Southwest Florida Water Management District.

1. It shall be the responsibility of each property Owner within Copper Ridge at the time of construction of a building, residence or structure, to comply with the construction plans for surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

2. It is the responsibility of each Owner of a Lot within Copper Ridge not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot Owners should address any questions regarding authorized activities within the wet detention pond area to the Southwest Florida Water Management District, Brooksville Permitting Department.

3. No Owner of property within Copper Ridge may construct or maintain any building, residence, or structure, or undertake or perform any activities in the wetlands, buffer areas and upland conservation areas described in the approved permit and recorded Plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Tampa Permitting Department pursuant to Chapter 40D-4, Florida Administrative Code.

Section 18. Exterior Finish. All residences constructed with exterior masonry walls shall have an approved stucco or other type of architectural finish. In no event shall painted concrete block wall be permitted.

ARTICLE VII

INSURANCE

Section 1. Directors and Officers Indemnification. Each Director and Officer and member of the "Committee" of this Corporation shall be indemnified by the Corporation against all costs and expense reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director and Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer or in respect to any matter in which any settlement or compromise is affected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled

as a matter of law or otherwise.

Section 2. Personal Liability and Risk of Owner Loss(es) and Separate Insurance Coverage, etc. The Owner of each unattached Dwelling Unit/Lot will, at his own expense, obtain insurance coverage for loss of or damage to a Unit as developed, and at his discretion, any furniture, furnishings, personal effects and other personal property belonging to such owner; and may, at his own expense and option, obtain insurance coverages for personal liability against injury to the person or property of another while within such Owner's Lot, or upon the Common Areas. All such insurance obtained by the Owner shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners of Lots, Association, and the respective servants, agents and guests of said other owners and Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Areas) belonging to or carried on the person of the Owner of each Lot, or which may be stored in any Unit, or in, to or upon Common Areas shall be borne by the Owner of each such Unit as developed. All furniture, furnishings and personal property constituting a portion of the Common Areas and held for the joint use and benefit of all Owners of all Lots, shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided as pro-rated expense of the individual Owner. The Owner of Lots shall have no personal liability for any damage caused by the Association or in connection with the use of the Common Areas. The Owner of a Lot shall be liable for injuries or damages resulting from an accident on his own Lot, and shall be liable for all accidents occurring within his respective Lot as developed.

Section 3. Insurance Coverage to be Maintained by Association; Insurance Trustee, Appointment and Duties; Use and Distribution of Insurance Proceeds, etc. Common Areas Structures, and their contents, and the operation and management thereto, to-wit:

1. The Association will maintain casualty insurance covering Common Areas in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm endorsement and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings, similar in construction, location and use, including vandalism, malicious mischief, and such other insurance coverages as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of

the Association and the Owners therein;

2. Public liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said Association, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the Owners therein; provided, however, that in any event said public liability and property damage insurance shall cover all Common Areas, public ways, and any other areas which are under the supervision of the Association. Further, said insurance shall cover all commercial spaces that are owned by the Association. Said insurance shall provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. Said insurance shall provide coverage for (i) bodily injury and property damage that results from the operation, maintenance or use of the Common Areas; and (ii) any legal liability resulting from lawsuits related to employment contracts in which the Association is a party. Said policies shall provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify it.

3. Workmen's Compensation Insurance to meet the requirements of law.

4. Fidelity Bonds. The Association shall provide a blanket fidelity bond for any person who either handles or is responsible for funds held or administered by the Association, whether or not said persons receive compensation for their services. Any management agent that handles funds or the Association shall be required to provide evidence of coverage under a fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other fidelity bonds shall name the Association as an obligee and shall have their premiums paid as a common expense of the Association. Said bonds shall provide for coverage in the amount of the maximum funds that will be in the custody of the Association or its management agent at any time while the bonds are in force and in any event said fidelity bonds must cover at a minimum an amount equal to the sum of three months assessments on all properties, plus the Association's reserve funds. The bonds shall include a provision providing for ten days' written notice to the Association or insurance trustee before the bonds can be canceled or substantially modified for any reason. The bonds shall provide that this same notice must also be given to each servicer that services a Federal National Mortgage Association-owned mortgage in the Property.

5. Such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the Owners of all Lots.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the Owners of all Lots. The cost of obtaining the insurance coverage authorized above is declared to be a pro-rated expense of the Unit/Lot Owners, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance shall provide for the insurance proceeds covering any loss to be payable to the Association as Insurance Trustee, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of Association and all Owners and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be and appointed as Authorized Agent for all of the Owners for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by Association and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by Association.

Association shall have the right to function as or designate a bonded Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then Association shall levy and collect an assessment against the owners of all Lots in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of Association may deem to be in the best interests of the membership of said Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Covenants Run with Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, which will be the entity responsible for the operation and maintenance of the Common Areas.

Section 2. Enforcement. The Association, the DECLARANT or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 4. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. The Covenants, Conditions and Restrictions of this Declaration may be amended by an instrument approved by not less than two-thirds (2/3) of the Unit Owners. Any amendment must be properly recorded, provided further however, that the DECLARANT may file (i) the amendment(s) referred to in Article II of this Declaration for the purpose of adding additional property to the Property and for submitting such additional property to this Declaration; and (ii) any amendments hereto required by the Federal National Mortgage Association or Veteran's Administration or Federal Housing Administration or Federal Home Loan Mortgage Corporation or similar entities and (iii) any amendment required by any utility, water management district, or any governmental body or regulatory authority with jurisdiction over the Property, by an instrument executed only by DECLARANT. Such amendment need not be signed or executed in the manner otherwise provided for herein and shall not require the consent of the Members. Any amendment to this

Declaration that would affect the surface water management system, including lakes, retention areas, culverts and related appurtenances must have the prior written approval of the Southwest Florida Water Management District.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, of the provisions of the Articles of Incorporation or Bylaws of the Association, by any person claiming by, through or under the DECLARANT and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the DECLARANT, or a first mortgagee, or any of them, shall have the right to proceed at law for damages and/or in equity to compel compliance with any of them or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the Property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of a majority of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs or construction, to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. The Association shall have all lien rights against the Owner's Lot as set forth in this Declaration to enforce collection of all expenses incurred by the Association in abating or removing a violation and making necessary repairs to a Lot or Dwelling as set forth herein. In the event that resort to this Section 5 becomes necessary, or it becomes necessary to engage the services of an attorney for enforcement of any of the provisions of this Declaration, then the defaulting parties shall be liable for any and all costs of enforcement, including but not limited to any attorneys' fees and expenses, and including any court costs, attorneys' fees, or related expenses if legal proceedings are instituted.

Section 6. Effect of Waiver of Violation. No waiver of breach or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or Bylaws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant to this Declaration or the Articles of Incorporation or Bylaws of the Association.

Section 7. FHA-VA-FNMA-FHLMC Approval. As long as there is (a) a Class B membership, or (b) a mortgage on a Lot that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or (c) a mortgage on a Lot that is insured or guaranteed, or for which a commitment to insure or guarantee has

been issued by the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, whichever the case may be: annexation of additional properties outside the Development Area; dedication of Common Areas; and the material amendment of this Declaration (other than for submitting property from the Development Area to the terms of this Declaration or making such amendment as required by a governmental authority or utility having jurisdiction over the Property); otherwise said approval will not be required.

DECLARANT intends that the within Declaration of Covenants and Restrictions shall comply with the requirements of and receive the approval of FHA, VA, FNMA and FHLMC. In the event any of these regulatory bodies require any changes or modifications in this Declaration as pre-requisite to the giving approval to this Declaration, DECLARANT reserves the right to cause such changes and modifications to be made and any and all Owners agree to join in, consent to, ratify, adopt and approve such changes as may be required by FHA, VA, FNMA and FHLMC or any of them.

Section 8. Instruments Governing Common Areas and Owners of Lots. This Declaration and the Articles of Incorporation, Bylaws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

Section 9. Declarant as Owner. During the sales period for the sale of the Lots in the Property or any additions thereto, or the sale of Lots in the Development Area, by DECLARANT to third parties, or during such time that DECLARANT owns any Lots for sale to a third party in the Property or the Development Area, the members of the Association shall not take an action that would interfere with or determine DECLARANT'S promotion or sale of said Lots to third parties or third parties whom the DECLARANT may deem to be his agent.

Section 10. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by regular mail at the address of the Unit situated upon the Lot, except that any notice of a violation of the terms of this Declaration shall be sent Certified Mail or Certified Mail Return Receipt Requested. Such notices shall be deemed given when deposited in the United States mails. Any Owner may change his mailing address by written notice given to the DECLARANT at: SCARBOROUGH-SEMBLER JOINT VENTURE, Post Office Box 7078, Wesley Chapel, Florida 33543, and to the Association at the same address or to any address subsequently designated by the DECLARANT or Association from time to time.

Section 11. Approval of First Mortgagees. As long as there is any mortgage on a Lot that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage on a Lot that is insured or guaranteed, or for which a commitment to insure or guarantee has been issued, by the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior written approval of two-thirds (2/3) of the holders of record of all first mortgage liens on Lots within the Property, the alienation or encumbrance of the Common Areas by the Association, other than the granting of easements for utilities, water distribution system, cable television systems or easements for similar or related purposes; the material change in the method used for determining the assessments charged against the Lot Owners; the waiver or abandonment of the regulations or the enforcement thereof pertaining to the architectural control of the residences constructed upon the Property; the failure of the Association to maintain fire and extended insurance coverage on the Common Area structures (at 100% of the current replacement cost); and the use of the insurance proceeds paid to the Association as the result of damage to the Common Areas for any purpose other than the repair, replacement or reconstruction of such Common Areas.

Section 12. Right of First Mortgagees. Upon written request of the Association, identifying the name and address of the Holder, Insurer or Guarantor and the Lot or Unit address, any First Mortgagee, Insurer or Guarantor of said first mortgage will be entitled to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property; (ii) any sixty-day delinquency in the payment of assessments of charges owed by Owner of any Dwelling Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of First Mortgagees.

Section 13. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Availability of Information. The Association shall make available to any Owner, First Mortgagee, and to Holders, Insurers or Guarantors of any first mortgage, current copies of this Declaration, the Bylaws of the Association, any and all rules concerning the use and enjoyment of the Common Areas/Community Properties, and the books, records and financial statements of the Association. When used in this Section, the word "available" shall mean available for inspection, upon written request, during normal business hours or under other reasonable circumstances.

IN WITNESS WHEREOF, the Owner, SCARBOROUGH-SEMBLER JOINT VENTURE, being the Declarant, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SCARBOROUGH-SEMBLER JOINT VENTURE
a Florida General Partnership
BY SCARBOROUGH CONSTRUCTORS, INC.
As General Partner

[Handwritten Signature]

Frank Lawberry

By: *[Handwritten Signature]*
FREDERICK H. BURCAW, Pres.

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared, FREDERICK H. BURCAW, known to me to be the President of SCARBOROUGH CONSTRUCTORS, INC., as General Partner of SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida General Partnership, the corporation named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of June, 1996.

Carol A. Reventas

NOTARY PUBLIC

My Commission Expires:

OFFICIAL NOTARY SEAL
CAROL A REVENTAS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC44467
MY COMMISSION EXP. MAR. 12, 97

EXHIBIT "A"

A parcel of land being the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida, more particularly described as follows:

Begin at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 29; thence North 89°36'13" West, 1358.75 feet along the South boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 29 to the Southwest corner thereof; thence North 00°18'50" West, 1348.30 feet along the West boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 29 also being along the East boundary line of ST. CLOUD MANOR according to the map or plat thereof as recorded in Plat Book 72, Page 14 of the Public Records of Hillsborough County, Florida and BENT TREE according to the map or plat thereof as recorded in Plat Book 68, Page 18 of the Public Records of Hillsborough County, Florida to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 29; thence South 89°23'32" East, 1355.91 feet along the North boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 29 to the Northeast corner thereof; thence South 00°26'18" East, 1343.34 feet along the East boundary line of the Southeast 1/4 of the Southwest 1/4 of said Section 29, to the POINT OF BEGINNING, LESS existing maintained right of way for Lumsden Road and Mulrennan Road and less that property shown as Lot 1, Block F on the Plat for Copper Ridge Tract C as recorded in Plat Book 78, Page 22, Public Records of Hillsborough County, Florida.

Contains 41.931 acres, more or less.

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Prepared by & Return to:
Gary N. Strohauser, Esq.
BAXTER & STROHAUER, P.A.
1150 Cleveland Street, #300
Clearwater, Florida 33755

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF COPPER RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That this Amendment to Declaration of Covenants, Conditions and Restrictions of Copper Ridge Subdivision is made and entered into this 14th day of July, 1997, by SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida general partnership, comprised of Scarborough Constructors, Inc., a Florida corporation, and Weyerhaeuser Real Estate Company, a Washington corporation, hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the record owner of the real property described in Article I of this Amendment to Declaration; and

WHEREAS, Declarant desires to provide for the preservation of values and amenities in said community and for the maintenance of the common lands and improvements and drainage facilities; and to this end, desire to subject the property to the covenants, restrictions, easements, charges and liens established by the Copper Ridge Declaration of Covenants, Conditions and Restrictions dated June 11, 1996 recorded in O.R. Book 8182, Pages 1522 through 1554 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Declarant has the authority under the aforesaid Copper Ridge Declaration of Covenants, Conditions and Restrictions to file this document binding the property herein described to said Copper Ridge Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, Declarant hereby declares that the real property described in ARTICLE I hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in the Copper Ridge Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 8182, Pages 1522 through 1554, of the Public Records of Hillsborough County, Florida.

ARTICLE I. The following described property is included as additions to the property subject to the Copper Ridge Declaration of Covenants, Conditions and Restrictions:

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COPPER RIDGE TRACT B-1, according to the map or plat thereof as the same is recorded in Plat Book 81, Pages 3-1 through 3-3, inclusive, of the Public Records of Hillsborough County, Florida

ARTICLE II. Article VI, Section 4 (1) as to all Tract B-1 lots, is amended to read:

1. No residences in Tract B-1, except for a residence on Lot 11, Block C, of Tract B-1, shall be erected or allowed to remain on any lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 1,400 square feet. No residence on Lot 11, Block C, Tract B-1, shall be erected or allowed to remain on the lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 1,100 square feet.

ARTICLE III. Except as herein modified and amended, the Declaration of Covenants, Conditions and Restrictions for Copper Ridge subdivision as recorded in O.R. Book 8182, Pages 1522 through 1554, of the Public Records of Hillsborough County, Florida shall remain in full force and effect as first written.

IN WITNESS WHEREOF, the Declarant, SCARBOROUGH-SEMBLER JOINT VENTURE, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of: SCARBOROUGH-SEMBLER JOINT VENTURE BY:

SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation

Mary Jean Taylor (Sign) MARY JEAN TAYLOR (Print) Darlene S. Sutton (Sign) Darlene S. Sutton (Print)

By: Frederick H. Burcaw, President Authorized Agent pursuant to Power of Attorney and Authority to Act recorded in O.R. Book 8535, Page 1159, Public Records of Hillsborough County, Florida

REC 8666 P 0766

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 14th day of July, 1997, before me personally appeared, FREDERICK H. BURCAW, President of SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing conveyance and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and declared said instrument to be the act and deed of said corporation.

WITNESS my hand and official seal at Wesley Chapel, County of Pasco, State of Florida, the day and year last aforesaid.

Mary Jean Taylor
NOTARY PUBLIC
My Commission Expires: May 22, 2001

ra/scarb/copper/amand/1st



Mary Jean Taylor
MY COMMISSION # CC649965 EXPIRES
May 22, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

OFF REC 8710 '8 0545

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SD

Prepared by & Return to:
Gary N. Strohauser, Esq.
BAXTER & STROHAUER, P.A.
1150 Cleveland Street, #300
Clearwater, Florida 33755

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

OR

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF COPPER RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That this Amendment to Declaration of Covenants, Conditions and Restrictions of Copper Ridge Subdivision is made and entered into this 26 day of AUG., 1997, by SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida general partnership, comprised of Scarborough Constructors, Inc., a Florida corporation, and Weyerhaeuser Real Estate Company, a Washington corporation, hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the record owner of the real property described in Article I of this Amendment to Declaration; and

WHEREAS, Declarant desires to provide for the preservation of values and amenities in said community and for the maintenance of the common lands and improvements and drainage facilities; and to this end, desire to subject the property to the covenants, restrictions, easements, charges and liens established by the Copper Ridge Declaration of Covenants, Conditions and Restrictions dated June 11, 1996 recorded in O.R. Book 8182, Pages 1522 through 1554 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Declarant has the authority under the aforesaid Copper Ridge Declaration of Covenants, Conditions and Restrictions to file this document binding the property herein described to said Copper Ridge Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, Declarant hereby declares that the real property described in ARTICLE I hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in the Copper Ridge Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 8182, Pages 1522 through 1554, as amended by amendment thereto recorded in O.R. Book 8666, Page 0764, of the Public Records of Hillsborough County, Florida.

ARTICLE I. The following described property is included as additions to the property subject to the Copper Ridge Declaration of Covenants, Conditions and Restrictions:

1997 SEP 11 PM 1:54

0097237479

OFF REC 87.0 60546

COPPER RIDGE TRACT E, according to the map or plat thereof as the same is recorded in Plat Book 81, Pages 40-1 through 40-3, inclusive, of the Public Records of Hillsborough County, Florida

ARTICLE II. Article VI, Section 4 (1) as to all Tract E lots, is amended to read:

1. No residences in Tract E, shall be erected or allowed to remain on any lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 1,100 square feet.

ARTICLE III. Except as herein modified and amended, the Declaration of Covenants, Conditions and Restrictions for Copper Ridge subdivision as recorded in O.R. Book 8182, Pages 1522 through 1554, as amended by amendment thereto recorded in O.R. Book 8666, page 0764, of the Public Records of Hillsborough County, Florida shall remain in full force and effect as first written.

IN WITNESS WHEREOF, the Declarant, SCARBOROUGH-SEMBLER JOINT VENTURE, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, Sealed and Delivered SCARBOROUGH-SEMBLER JOINT VENTURE in the Presence of: BY:

SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation

August F. Lausberg (Signature)
August F. LAUSBERG (Print)
Jack F. [Signature] (Signature)
Jack F. [Print] (Print)

By: Frederick H. Burcaw (Signature)
FREDERICK H. BURCAW, President
Authorized Agent pursuant to
Power of Attorney and Authority
to Act recorded in O.R. Book
8535, Page 1159, Public Records
of Hillsborough County, Florida

REC 8710 0547

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 16th day of August, 1997, before me personally appeared, FREDERICK H. BURCAW, President of SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing conveyance and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and declared said instrument to be the act and deed of said corporation.

WITNESS my hand and official seal at Wesley Chapel, County of Pasco, State of Florida, the day and year last aforesaid.

Darlene S. Sutton
NOTARY PUBLIC
My Commission Expires: 6-5-99

re/scarb/copper/amend/2nd



DARLENE S. SUTTON
MY COMMISSION # CC469240 EXPIRES
JUNE 5, 1999
BONDED THRU TRISTY FAIN INSURANCE, INC.

Pages 1522 through 1554, as amended by amendments thereto recorded in O.R. Book 8666, Pages 0764 through 0766, and O.R. Book 8710, Pages 0545 through 0547, all of the Public Records of Hillsborough County, Florida.

ARTICLE I. The following described property is included as additions to the property subject to the Copper Ridge Declaration of Covenants, Conditions and Restrictions:

COPPER RIDGE TRACT D, as is more fully described on Exhibit "A" attached hereto, which property will be platted in Hillsborough County, Florida.

ARTICLE II. The properties described in ARTICLE I above shall be fully subject to all of the covenants, restrictions, charges, easements and liens set forth in the above referenced Declaration of Covenants, Conditions and Restrictions of Copper Ridge, except as to those properties, the same are modified and amended as follows:

A. The following language is added to Article VI, Section 1, as to all Lots in Tract D:

Homebuilders in Tract D shall only be required to have plans and specifications for specifically designed homes to be constructed in Tract D approved by the Architectural Committee prior to the construction of the first of such homes. Once a particular set of plans and specifications is approved, such approval shall be deemed given for all subsequent home construction which is similar in all material respects.

B. Article VI, Section 4 (1), as to all lots in Tract D, is amended to read:

1. No residences in Tract D, shall be erected or allowed to remain on any lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 900 square feet.

C. Article VI, Section 4 (3) as to all lots in Tract D, is amended to read:

3. All single family detached dwellings shall have at least a one car enclosed garage and a concrete drive that will provide off street parking for at least a total of two vehicles.

D. The following language is added to Article VI, Section 8, paragraph 4, as to all lots in Tract D:

All wood fences shall be of shadow box or board on board design and shall be constructed of ultrawood pressure treated

lumber or a comparable wood product that is warranted by the manufacturer for a minimum of fifty years.

E. The follow language is added to Article VI, Section 16, paragraph 4, as to all lots in Tract D:


All basketball backboards shall be constructed of a clear Lexan or acrylic material with a painted metal post.

ARTICLE III. Except as herein modified and amended, the Declaration of Covenants, Conditions and Restrictions for Copper Ridge recorded in O.R. Book 8182, Pages 1522 through 1554, as amended by amendments thereto recorded in O.R. Book 8666, Pages 0764 through 0766, and O.R. Book 8710, Pages 0545 through 0547, inclusive, of the Public Records of Hillsborough County, Florida shall remain in full force and effect as first written.

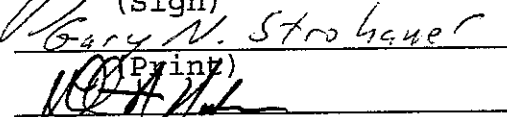
IN WITNESS WHEREOF, the Declarant, SCARBOROUGH-SEMBLER JOINT VENTURE, and the Developer, KBC DEVELOPMENT, INC., have caused this instrument to be executed by their duly authorized officers and their corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SCARBOROUGH-SEMBLER JOINT VENTURE
BY:
SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation




(Sign)
Gary N. Strohayer

(Print)


(Sign)
David A. Nader

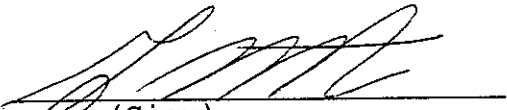
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By: 

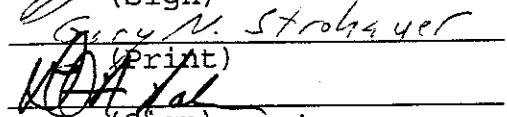
FREDERICK H. BURCAW, President
Authorized Agent pursuant to
Power of Attorney and Authority
to Act recorded in O.R. Book
8535, Page 1159, Public Records
of Hillsborough County, Florida

Signed, Sealed and Delivered in the Presence of:

KBC DEVELOPMENT, INC.

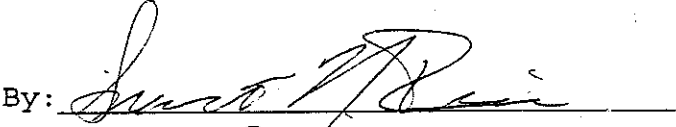


(Sign)
Gary N. Strohayer

(Print)


(Sign)
David A. Nader

(Print)

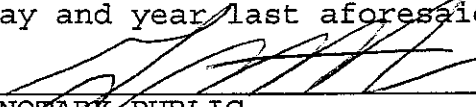
By: 

Its: V.P.

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 18th day of September, 1998, before me personally appeared, FREDERICK H. BURCAW, President of SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing conveyance and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and declared said instrument to be the act and deed of said corporation.

WITNESS my hand and official seal at Wesley Chapel, County of Pasco, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC

My Commission Expires:

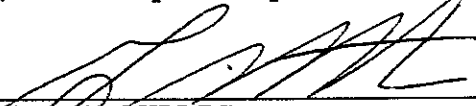


Gary N. Strohauser
MY COMMISSION # CC706522 EXPIRES
January 5, 2002
BONDED THRU TROY FAIR INSURANCE, INC

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 18th day of September, 1998, before me personally appeared, Scavut N. Rivers, Vice President of KBC DEVELOPMENT, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing conveyance and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and declared said instrument to be the act and deed of said corporation.

WITNESS my hand and official seal at Tampa, County of Hillsborough, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC

My Commission Expires:



Gary N. Strohauser
MY COMMISSION # CC706522 EXPIRES
January 5, 2002
BONDED THRU TROY FAIR INSURANCE, INC

re/scarb/copper/amend/3rd

EXHIBIT "A"

A parcel of land located partially in the Southeast 1/4 and partially in the Northeast 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida, more particularly described as:

As a point of reference commence at the Southwest corner of the Southeast 1/4 of said Section 29; thence North $00^{\circ}26'43''$ West, 2154.35 feet along the West boundary line of the Southeast 1/4 of said Section 29; thence North $89^{\circ}51'55''$ East, 23.80 feet to the POINT OF BEGINNING; thence North $00^{\circ}31'25''$ West, 1566.88 feet; thence South $46^{\circ}23'55''$ East, 47.84 feet; thence South $89^{\circ}22'43''$ East, 18.31 feet; thence South $46^{\circ}23'55''$ East, 2218.20 feet; thence South $89^{\circ}51'55''$ West, 1644.97 feet to the POINT OF BEGINNING.

6

RECORDED

Prepared by and when recorded mail to:

Donna J. Feldman, Esquire
Tew, Zinober, Barnes, Zimmet & Uolke
P.O. Box 5124
Clearwater, FL 33758-5124

1998 0 000000
ON 09284 PG 1130
RECORDED 10/16/98 02:17 AM
HILLSBOROUGH COUNTY
RECORDS DEPARTMENT

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COPPER RIDGE SUBDIVISION

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COPPER RIDGE SUBDIVISION ("Amendment") is made and entered into this 14th day of October, 1998, by SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida general partnership, comprised of Scarborough Constructors, Inc., a Florida corporation, and Weyerhaeuser Real Estate Company, a Washington corporation (hereinafter collectively referred to as "Declarant"), and CANAM COPPER RIDGE PARTNERS, a Florida general partnership ("CanAm").

WITNESSETH:

WHEREAS, CanAm is the record owner of that certain real property described in Exhibit "A" to this Amendment, and commonly referred to as Tracts B-2, B-3 and B-4 of the Copper Ridge Subdivision in Hillsborough County, Florida (collectively, the "Property");

WHEREAS, Declarant and CanAm desire to provide for the preservation of values and amenities in the Copper Ridge Subdivision, including without limitation the Property, and for the maintenance of the common lands and improvements and drainage facilities, and to this end, desire to subject the Property to the covenants, restrictions, easements, charges and liens established by the Copper Ridge Declaration of Covenants, Conditions and Restrictions dated June 11, 1996, recorded in O.R. Book 8182, Pages 1522 through 1554 of the Public Records of Hillsborough County, Florida ("Public Records"), as amended by that certain First Amendment dated July 14, 1997, recorded in O.R. Book 8666, Page 764, and that certain Second Amendment dated August 26, 1997, recorded in O.R. Book 8710, Page 545, each of the Public Records (the original Declaration, as amended by the First Amendment and the Second Amendment being collectively referred to herein as the "Declaration");

WHEREAS, Declarant has the authority under The Declaration, together with CanAm as the fee simple owner of the Property, to file this Amendment binding the Property to the terms and conditions of the Declaration; and

WHEREAS, CanAm desires to acquire, and Declarant desires to grant to CanAm, an assignment of certain rights of Declarant under the Declaration as they pertain to the Property, as more particularly described in this Amendment.

NOW, THEREFORE, Declarant hereby declares, and Declarant and CanAm hereby agree as follows:

1. The Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration, as amended hereby.

6/2
L. H. [Signature] 6 of 6

2. Declarant hereby represents and warrants that the terms of Article II, Section 5 and Article VIII, Section 7 of the Declaration, requiring the consent of certain governmental authorities prior to the addition of properties to the Declaration or the material modification of the Declaration are for the benefit of Declarant, and Declarant hereby waives the requirement of such approval. Further, the Declarant hereby acknowledges and agrees that the terms and conditions of this Amendment do not constitute a material modification to the Declaration.

3. Article VI, Section 4(1) as to all Lots and Residences developed within the Property is amended to read as follows:

"1. No Residences developed on Lots within Tracts B-2, B-3 and B-4 shall be erected or allowed to remain on any Lot unless the square foot area of the main Residence, exclusive of screened porches, garages, storage rooms and carports, shall equal or exceed 1,400 square feet; provided, however, that any Residences developed on Lots within Tracts B-2, B-3 and B-4, which Lots have a width of 50 feet or less, may be erected or allowed to remain on such Lots if the square foot area of the main Residence, exclusive of screened porches, garages, storage rooms and carports, shall equal or exceed 1,100 square feet."

4. Notwithstanding anything contained in Article V of the Declaration to the contrary, no annual or special assessment shall be due or payable as to any Lots within the Property until the earlier of (a) January 1 of the year following the year in which such Lot is platted, or (b) the time of transfer of fee simple title to such Lot to a third-party homebuyer or builder by CanAm. Further, notwithstanding Article V, Section 4.3., of the Declaration to the contrary, CanAm, as the assignee of Declarant's rights with respect to the Property as provided in Paragraph 5 of this Amendment, shall not be liable or responsible for payment of the original assessment provided for therein, such original assessment not being due and payable as to any Lot within the Property until fee simple title to such Lots is transferred by CanAm to a third-party homebuyer or builder.

5. Declarant hereby assigns to CanAm its rights as Declarant under the Declaration with respect to the Property as set forth in Article II, Section 3; Article III, Section 2.1.B.; Article V, Section 3; Article VI, Sections 7.4, 10, 13.3, 15, and 16.3; and Article VIII, Sections 2 and 9.

6. The second sentence of Article V, Section 3 is hereby deleted in its entirety and replaced with the following:

"In addition, all property dedicated to and accepted by a local public authority and all land granted to or used by a utility company shall be exempt from the assessments and charges created herein."

7. Article VIII, Section 9 is hereby amended by deleting the word "determine" and replacing it with the word "deter."

8. Except as herein modified and amended, the Declaration shall remain in full force and effect as first written. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

IN WITNESS WHEREOF, the Declarant and CanAm have caused this instrument to be executed by their respective duly authorized representatives as of the day and year first above written.

WITNESSES:

[Signature]
Signature of Witness #1

Robert W. Byrd
Typed or printed name of Witness #1

[Signature]
Signature of Witness #2

Anna J. Holden
Typed or printed name of Witness #2

[Signature]
Signature of Witness #1

Anna J. Holden
Typed or printed name of Witness #1

[Signature]
Signature of Witness #2

Anna J. Holden
Typed or printed name of Witness #2

"DECLARANT"

SCARBOROUGH-SEMBLER JOINT VENTURE,
a Florida joint venture

By: Scarborough Constructors, Inc.,
a Florida corporation

[Signature]
By: Frederick H. Burcaw, President an
authorized agent pursuant to Power
of Attorney and authority to act
recorded in O.R. Book 8535, Page
1159, Public Records of Hillsborough
County, Florida

"CANAM"

CANAM COPPER RIDGE PARTNERS,
a Florida general partnership

By: CanAm Copper Ridge, Inc.,
a Florida corporation

[Signature]
By: Robert W. Byrd, President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of October 1998 by Frederick H. Burcaw, as President of Scarborough Constructors, Inc., as authorized agent of SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida joint venture, on behalf of the corporation and the joint venture. He is personally known to me or has produced Florida Drivers License (type of identification) as identification.

John Jorczak
Signature of Person Taking Acknowledgment

John Jorczak
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CCS20153
Notarial Serial Number

(NOTARY SEAL)



In Full Power
BY COMMISSION & OATH
February 17, 2003
COUNTY OF PINELLAS, FLORIDA

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of October 1998 by Robert W. Byrd, as President of Canam Copper Ridge, Inc., a Florida corporation, as General Partner of CANAM COPPER RIDGE PARTNERS, a Florida general partnership, on behalf of the corporation and the general partnership. He is personally known to me or has produced Florida Drivers License (type of identification) as identification.

John Jorczak
Signature of Person Taking Acknowledgment

John Jorczak
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CCS20153
Notarial Serial Number

(NOTARY SEAL)



In Full Power
BY COMMISSION & OATH
February 17, 2003
COUNTY OF PINELLAS, FLORIDA

#129090.2

EXHIBIT "A"

PARCEL 1:

A portion of the SE 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida, described as follows:

As a point of reference, commence at the Southwest corner of the SE 1/4 of said Section 29; thence run S 89°30'35" E, 30.00 feet along the South line of said SE 1/4; thence E 00°26'43" W, along a line 30.00 feet East of and parallel with the west line of said SE 1/4, 73.01 feet to the southwest corner of COPPER RIDGE TRACT B, as recorded in Plat Book 81, page 40, Public Records of Hillsborough County, Florida; thence along the south boundary thereof, run S 89°30'25" E, 631.82 feet; thence 190.51 feet along the arc of a curve to the left having a radius of 950.00 feet, a central angle of 11°29'24", and a chord of 190.19 feet which bears N 84°44'51" E, to the southeast corner of said COPPER RIDGE TRACT B and the Point of Beginning of Parcel 1; thence N 00°34'01" W, 997.76 feet to the northeast corner of said COPPER RIDGE TRACT B, and a point on the southerly right-of-way line of Copper Canyon Boulevard as shown on the plat of COPPER RIDGE, TRACT B1 as recorded in Plat Book 81, page 3, of the Public Records of Hillsborough County, Florida; thence following said southerly right-of-way line, run N 65°59'26" E, 296.88 feet; thence 39.41 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 90°19'21", and a chord of 35.45 feet which bears S 65°50'54" E; thence N 67°32'25" E, 50.01 feet; thence 40.61 feet along the arc of a curve concave to the southeast having a radius of 25.00 feet, a central angle of 93°03'55", and a chord of 36.29 feet which bears N 22°50'44" E; thence N 25°28'45" W, 80.27 feet; thence 38.15 feet along the arc of a curve concave to the northeast having a radius of 25.00 feet, a central angle of 87°18'33" and a chord of 34.52 feet which bears N 67°20'30" W; thence N 23°41'23" W, 70.07 feet; thence 40.37 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 92°31'29", and a chord of 36.13 feet which bears N 22°34'31" E; thence N 26°29'18" W, 50.21 feet; thence 37.16 feet along the arc of a curve concave to the northeast having a radius of 25.00 feet, a central angle of 85°09'41", and a chord of 33.83 feet which bears N 68°48'08" W; thence 244.06 feet along the arc of a curve to the left having a radius of 330.00 feet, a central angle of 42°22'27", and a chord of 238.52 feet which bears N 47°24'31" W, to a point of reverse curve; thence 35.74 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 81°54'12" and a chord of 32.77 feet which bears N 27°38'39" W; thence N 33°18'27" E, 162.69 feet; thence 32.95 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 75°11'21", and a chord of 30.62 feet which bears N 51°04'08" E; thence N 02°31'10" E, 58.15 feet; thence N 02°38'57" W, 172.65 feet; thence departing from the easterly boundary of said COPPER RIDGE, TRACT B1, run N 51°33'10" W, 132.29 feet; thence N 89°51'55" E, 820.22 feet to a point on the southwesterly line of the S.C.L. Railroad right-of-way; thence along said right-of-way run S 46°23'55" E, 682.96 feet; thence continue 711.94 feet along said right-of-way line and the arc of a curve to the left having a radius of 5767.15 feet, a central angle of 07°04'23" and a chord of 711.50 feet which bears S 49°56'07" E, to a point on the west right-of-way line of South Dover Road, according to Deed Book 1514, page 242, of the Public Records of Hillsborough County, Florida; said right-of-way being 25.00 feet west of and parallel with the east line of the SE 1/4 of said Section 29; thence S 00°07'40" E, 308.09 feet along said west right-of-way line of South Dover Road to a point on the North boundary of that parcel conveyed to Hillsborough County as "Future Road" by deed recorded in O.R. 8433, page 1462, Hillsborough County Records; thence departing said South Dover Road right-of-way line, run along the North boundary of said Future Road parcel the following four courses: (1) W 89°30'25" E, 84.47 feet; (2) thence 599.21 feet along the arc of a curve to the left having a radius of 1050.00 feet, a central angle of 32°41'50", and a chord of 591.11 feet which bears S 74°08'40" W; (3) thence S 57°47'45" W, 1022.47 feet; (4) thence 351.63 feet along the arc of a curve to the right having a

radius of 950.00 feet, a central angle of $21^{\circ}12'26''$, and a chord of 349.62 feet which bears $S 66^{\circ}23'58'' W$, to the Point of Beginning.

PARCEL 21

A portion of the SE 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida, described as follows:

As a point of reference, commence at the southeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 21 East, Hillsborough County, Florida; thence N $89^{\circ}30'25'' W$, along the South line of the Southeast 1/4 of said Section 29, 25.00 feet to a point on the west right-of-way line of South Dover Road per Deed Book 1514, page 242, of the Public Records of Hillsborough County, Florida, and the Point of Beginning; thence continue N $89^{\circ}30'35'' W$, 511.12 feet; thence N $00^{\circ}29'35'' E$, 20.00 feet; thence N $29^{\circ}35'45'' W$, 151.07 feet; thence N $17^{\circ}35'51'' E$, 105.57 feet; thence N $53^{\circ}17'24'' E$, 52.80 feet; thence N $12^{\circ}56'59'' E$, 41.34 feet; thence N $67^{\circ}37'44'' E$, 52.10 feet; thence N $04^{\circ}50'14'' W$, 37.49 feet; thence N $60^{\circ}40'34'' E$, 14.85 feet; thence N $89^{\circ}52'20'' E$, 8.15 feet; thence S $18^{\circ}16'28'' E$, 15.79 feet; thence N $89^{\circ}52'30'' E$, 104.78 feet; thence N $00^{\circ}03'12'' W$, 231.54 feet; thence N $28^{\circ}53'58'' E$, 78.02 feet; thence 75.88 feet along the arc of a curve concave to the east having a radius of 120.85 feet, a central angle of $36^{\circ}02'16''$, and a chord of 74.64 feet which bears $N 30^{\circ}48'24'' W$ to a point of tangency; thence N $12^{\circ}47'16'' W$, 59.56 feet to a point on the South boundary of that parcel conveyed to Hillsborough County as "Future Road" by deed recorded in O.R. 8413- page 1462, Hillsborough County Records; thence 260.22 feet along said South boundary, and along the arc of a curve concave to the south having a radius of 950.00 feet, a central angle of $15^{\circ}42'39''$, and a chord of 259.40 feet which bears $N 82^{\circ}38'46'' E$, to a point of tangency; thence, continuing along said South boundary, run S $89^{\circ}30'25'' E$, 85.55 feet to a point on the west right-of-way line of South Dover Road, said right-of-way line being 25 feet west of and parallel with the east line of the SE 1/4 of said Section 29; thence S $00^{\circ}07'40'' E$, along said west right-of-way line, 842.30 feet to the Point of Beginning.

THIS IS NOT A

INSTR # 2000168199
OR BK 10232 PG 0297

RECORDED 06/15/2000 01:35 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Spencer

Prepared by and when recorded mail to:

Donna J. Feldman, Esquire
Tew, Zinober, Barnes, Zimmet & Unice, L.L.P.
P.O. Box 5124
Clearwater, FL 33758-5124

CERTIFIED COPY

SUPPLEMENTARY DECLARATION AND FIFTH AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF COPPER RIDGE SUBDIVISION

THIS SUPPLEMENTARY DECLARATION AND FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COPPER RIDGE SUBDIVISION ("Supplementary Declaration") is made and entered into this 2nd day of June, 2000, by CANAM COPPER RIDGE PARTNERS, a Florida general partnership, as the Successor Declarant ("Declarant") and joined by SOUTHERN UTILITIES, INC OF TAMPA, a Florida corporation ("Southern Utilities")

WITNESSETH

WHEREAS, Declarant is the record owner of that certain real property described in Exhibit "A" to this Supplementary Declaration, and commonly referred to as Phase G1 of the Copper Ridge Subdivision in Hillsborough County, Florida (the "Additional Property"); and

WHEREAS, Southern Utilities is the record owner of that certain real property described in Exhibit "B" to this Supplementary Declaration (the "Campo Property"), and

WHEREAS, Declarant and Southern Utilities desire to add the Additional Property and the Campo Property to the Property as defined in that certain Copper Ridge Declaration of Covenants, Conditions and Restrictions dated June 11, 1996, recorded in O.R. Book 8182, Pages 1522 through 1554 of the Public Records of Hillsborough County, Florida, as amended by that certain First Amendment dated July 14, 1997, recorded in O.R. Book 8666, Page 764, and that certain Second Amendment dated August 26, 1997, recorded in O.R. Book 8710, Page 545, and that certain Third Amendment dated September 15, 1998, recorded in O.R. Book 9243, Page 1769, and that certain Fourth Amendment dated October 13, 1998, in O.R. Book 9284, Page 1130, and that certain Assignment of Declarant Rights dated August 17, 1999, and recorded in O.R. Book 9812, Page 1646, each of the Public Records (the original Declaration, Amendments and Assignment being collectively referred to herein as the "Declaration"), and

WHEREAS, Declarant has the authority under the Declaration to file this Supplementary Declaration binding the Additional Property and the Campo Property to the terms and conditions of the Declaration, and

WHEREAS, Southern Utilities by joinder and consent hereto binds the Campo Property to the terms and conditions of the Declaration,

NOW, THEREFORE, Declarant hereby declares as follows

A0186223 WPD

Berg & Wheeler ✓
2070 E Robertson St
Brandon, FL 33511

1 The Additional Property and the Campo Property shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration, as amended hereby.

2 Article VI, Section 4(1.), as to all Lots and Residences developed within the Additional Property and the Campo Property is amended to read as follows

"1. No residences developed on Lots within the Additional Property and the Campo Property shall be erected or allowed to remain on any Lot unless the square foot area of the main Residence, exclusive of screened porches, garages, storage rooms and carports, shall equal or exceed 1,400 square feet, provided, however, that any Residences developed on Lots within the Additional Property and the Campo Property, which lots have a width of 50 feet or less, may be erected or allowed to remain on such Lots if the square foot area of the main Residence, exclusive of screened porches, garages, storage rooms and carports, shall equal or exceed 1,100 square feet."

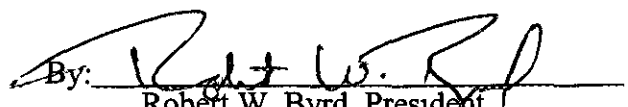
3. Notwithstanding anything contained in Article V of the Declaration to the contrary, no annual or special assessment shall be due or payable as to any Lots within the Additional Property or the Campo Property until the earlier of (a) January 1 of the year following the year in which such Lot is platted, or (b) the time of transfer of fee simple title to such Lot to a third-party homebuyer or builder by CanAm Further, notwithstanding Article V, Section 4 3., of the Declaration to the contrary, CanAm as the assignee of Declarant's rights pursuant to the Assignment of Declarant Rights dated August 17, 1999, and recorded in O.R. Book 9812, Page 1646 of the Public Records, shall not be liable or responsible for payment of the original assessment provided for therein, such original assessment not being due and payable as to any Lot within the Additional Property or the Campo Property until fee simple title to such Lots is transferred by CanAm to a third-party homebuyer or builder

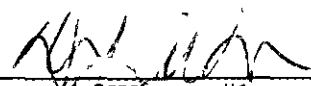
4 Except as herein modified and supplemented, the Declaration shall remain in full force and effect as first written. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

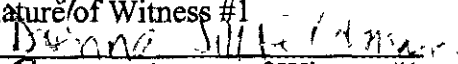
IN WITNESS WHEREOF, the Declarant and Southern Utilities have caused this instrument to be executed by their respective duly authorized representatives as of the day and year first above written.


DECLARANT

CANAM COPPER RIDGE PARTNERS,
a Florida general partnership
By CanAm Copper Ridge, Inc.,
a Florida corporation
Its: General Partner

By: 
Robert W. Byrd, President



Signature of Witness #1


Typed or printed name of Witness #1


Signature of Witness #2
BRANT T. BYRD

Typed or printed name of Witness #2

THIS IS NOT A
CERTIFIED COPY

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 2 day of June, 2000, by Robert W Byrd, as President of CanAm Copper Ridge, Inc., a Florida corporation, as General Partner of CANAM COPPER RIDGE PARTNERS, a Florida general partnership, on behalf of the corporation and the general partnership. He is personally known to me or ~~has produced~~ _____ (type of identification) as identification.

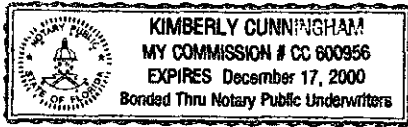
Kimberly Cunningham
Signature of Person Taking Acknowledgment

KIMBERLY CUNNINGHAM
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CC600956
Notarial Serial Number

(NOTARY SEAL)



THIS IS NOT A
~~JOINDER AND CONSENT TO SUPPLEMENTARY DECLARATION~~

SOUTHERN UTILITIES, INC OF TAMPA, a Florida corporation, as fee simple owner of that certain real property as more particularly described in Exhibit "B" (the "Campo Property") hereto, hereby joins with Declarant in declaring, consenting and agreeing that the Campo Property is and shall remain subject to said Declaration with like force and effect as if the Campo Property was in fact owned by Declarant.

SOUTHERN UTILITIES, INC. OF TAMPA,
a Florida corporation

By: [Signature]
Ramon F. Campo
Its: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st day of June, 2000, by Ramon F. Campo, as President of Southern Utilities, Inc. of Tampa, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/A (type of identification) as identification.

[Signature]
Signature of Person Taking Acknowledgment
TheLma L Poston
Name of Acknowledger Typed, Printed or Stamped
Notary Public, State of Florida
CC 933843
Notarial Serial Number

(NOTARY SEAL)



Thelma L. Poston
MY COMMISSION # CC933843 EXPIRES
May 15, 2004
BONDED THRU TROY FARM INSURANCE, INC.

THIS IS NOT A
Exhibit "A"

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS

COMMENCE AT A FOUND RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE N 89°30'25" W, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH DOVER ROAD FOR THE POINT OF BEGINNING; THENCE S 00°09'14" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 718.50 FEET; THENCE, LEAVING SAID WEST RIGHT OF WAY LINE, N 89°37'59" W, A DISTANCE OF 109.91 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 00°22'01" W AT A DISTANCE OF 25.00; THENCE TO THE SOUTHWEST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.36 FEET THROUGH A CENTRAL ANGLE OF 90°12'47" TO THE P T OF SAID CURVE, THENCE N 89°37'59" W, A DISTANCE OF 50.00 FEET; THENCE S 00°09'14" W, A DISTANCE OF 75.09 FEET, THENCE N 89°37'59" W, A DISTANCE OF 256.07 FEET; THENCE S 17°30'51" W, A DISTANCE OF 289.29 FEET, THENCE N 78°10'26" W, A DISTANCE OF 223.58 FEET; THENCE N 22°36'07" W, A DISTANCE OF 84.87 FEET; THENCE N 00°12'01" W, A DISTANCE OF 79.49 FEET; THENCE S 89°47'59" W, A DISTANCE OF 50.00 FEET; THENCE N 00°12'01" W, A DISTANCE OF 50.00 FEET, THENCE S 89°47'59" W, A DISTANCE OF 100.00 FEET; THENCE N 00°12'01" W, A DISTANCE OF 22.35 FEET; THENCE S 89°47'59" W, A DISTANCE OF 50.00 FEET; THENCE N 00°12'01" W, A DISTANCE OF 44.85 FEET A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 89°47'59" W AT A DISTANCE OF 25.00 FEET; THENCE TO THE NORTHWEST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.30 FEET THROUGH A CENTRAL ANGLE OF 67°08'25" TO A POINT OF COMPOUND CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 22°39'34" W AT A DISTANCE OF 200.00 FEET, THENCE TO THE NORTHWEST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.98 FEET THROUGH A CENTRAL ANGLE OF 22°54'49" TO THE P T OF SAID CURVE; THENCE S 89°44'46" W, A DISTANCE OF 6.83 FEET, THENCE S 00°12'01" E, A DISTANCE OF 165.07 FEET; THENCE S 89°47'59" W, A DISTANCE OF 100.00 FEET, THENCE S 00°12'01" E, A DISTANCE OF 10.13 FEET; THENCE S 89°47'59" W, A DISTANCE OF 150.00 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, THENCE, ALONG SAID WEST BOUNDARY, N 00°12'01" W, A DISTANCE OF 600.66 FEET, THENCE S 89°30'25" E, A DISTANCE OF 650.05 FEET, THENCE N 00°12'01" W, A DISTANCE OF 320.02 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE, ALONG SAID NORTH BOUNDARY, S 89°30'25" E, A DISTANCE OF 685.20 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH DOVER ROAD AND THE POINT OF BEGINNING

CONTAINING 22.14 ACRES, MORE OR LESS

THIS IS NOT A

EXHIBIT "B"

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS

COMMENCE AT A FOUND RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 32, THENCE N 89°30'25" W, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 25 00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH DOVER ROAD, THENCE S 00°09'14" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 718 50 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S 00°09'14" W, A DISTANCE OF 936.39 FEET TO THE SOUTH BOUNDARY OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 32, THENCE, ALONG SAID SOUTH BOUNDARY, N 89°38'27" W, A DISTANCE OF 1324 99 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, THENCE ALONG THE WEST BOUNDARY OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, N00°12'01"W, A DISTANCE OF 737.40 FEET, THENCE LEAVING SAID WEST BOUNDARY N89°47'59"E, A DISTANCE OF 150 00 FEET; THENCE N 00°12'01"W, A DISTANCE OF 10 13 FEET; THENCE N89°47'59"E, A DISTANCE OF 100 00 FEET, THENCE N00°12'01"W, A DISTANCE OF 165 07 FEET, THENCE N89°44'46"E, A DISTANCE OF 6.83 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S00°15'14"E AT A DISTANCE OF 200.00 FEET, THENCE TO THE SOUTHEAST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.98 FEET THROUGH A CENTRAL ANGLE OF 22°54'49" TO A POINT OF COMPOUND CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S22°39'34"W AT A DISTANCE OF 25.00 FEET; THENCE TO THE SOUTHEAST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29 30 FEET THROUGH A CENTRAL ANGLE OF 67°08'25" TO THE P T. OF SAID CURVE; THENCE S00°12'01"E, A DISTANCE OF 44.85 FEET; THENCE N89°47'59"E, A DISTANCE OF 50 00 FEET; THENCE S00°12'01"E, A DISTANCE OF 22.35 FEET, THENCE N89°47'59"E, A DISTANCE OF 100 00 FEET; THENCE S00°12'01"E, A DISTANCE OF 50 00 FEET, THENCE N89°47'59"E, A DISTANCE OF 50.00 FEET, THENCE S00°12'01"E, A DISTANCE OF 79 49 FEET; THENCE S22°36'07"E, A DISTANCE OF 84 87 FEET, THENCE S78°10'26"E, A DISTANCE OF 223.58 FEET, THENCE N17°30'51"E, A DISTANCE OF 289 29 FEET; THENCE S89°37'59"E, A DISTANCE OF 256 07 FEET, THENCE N00°09'14"E, A DISTANCE OF 75 09 FEET; THENCE S89°37'59"E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S89°50'46"E AT A DISTANCE OF 25.00 FEET, THENCE TO THE NORTHEAST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.36 FEET THROUGH A CENTRAL ANGLE OF 90°12'47" TO THE P T OF SAID CURVE; THENCE S89°37'59"E, A DISTANCE OF 109.91 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH DOVER ROAD AND THE POINT OF BEGINNING

CONTAINING 23 66 ACRES, MORE OR LESS

THIS IS NOT

INSTR # 2000372988

Prepared by and when
recorded mail to:

Donna J. Feldman, Esquire
Zimmet, Unice, Salzman & Feldman, P.A.
2650 McCormick Drive, Suite 100
Clearwater, FL 33759

OR BK 10534 PG 1872

RECORDED 12/28/2000 05:22 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B King

SIXTH AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF COPPER RIDGE SUBDIVISION

THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COPPER RIDGE SUBDIVISION ("Sixth Amendment") is made this 21st day of December, 2000, by CANAM COPPER RIDGE PARTNERS, a Florida general partnership, as the Successor Declarant ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the record owner of that certain real property described in Exhibit "A" to this Sixth Amendment, and commonly referred to as Phase G1 of the Copper Ridge Subdivision in Hillsborough County, Florida (the "Additional Property"); and

WHEREAS, Declarant's predecessor in interest executed and recorded that certain Copper Ridge Declaration of Covenants, Conditions and Restrictions dated June 11, 1996, recorded in O.R. Book 8182, Pages 1522 through 1554 of the Public Records of Hillsborough County, Florida, as amended by that certain First Amendment dated July 14, 1997, recorded in O.R. Book 8666, Page 764, and that certain Second Amendment dated August 26, 1997, recorded in O.R. Book 8710, Page 545, and that certain Third Amendment dated September 15, 1998, recorded in O.R. Book 9243, Page 1769, and that certain Fourth Amendment dated October 13, 1998, in O.R. Book 9284, Page 1130, and that certain Assignment of Declarant Rights dated August 17, 1999, and recorded in O.R. Book 9812, Page 1646, and that certain Supplementary Declaration and Fifth Amendment dated June 2, 2000, and recorded in O.R. Book 10232, Page 297, each of the Public Records of Hillsborough County, Florida (the original Declaration, Amendments, Assignment and Supplement being collectively referred to herein as the "Declaration"); and

WHEREAS, the Additional Property was joined into the Existing Property of the Declaration by virtue of that certain Supplementary Declaration and Fifth Amendment referenced above; and

WHEREAS, Declarant has the authority under Section 2. of the Declaration to modify the Declaration as to the Additional Property;

NOW, THEREFORE, Declarant hereby declares that Article VI, Architectural Maintenance and Use Restrictions is hereby amended to add the following as to the Additional Property:

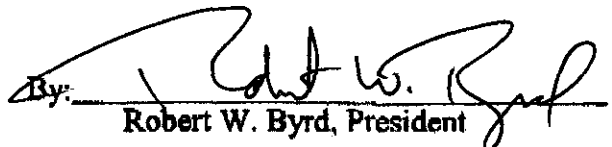
Section 19. Cable Television. The Declarant reserves the right to negotiate and enter into and cause the Association to enter into a bulk contract for the provision of cable television services to the Additional Property, under such terms and conditions as the Declarant

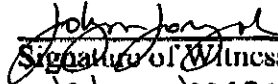
deems appropriate in its reasonable discretion. The costs of basic cable television services to be provided under such bulk contract, which may include some premium cable services, shall be added to the budget of the Association for the Additional Property and shall be included in the annual assessment or as a special assessment payable by the Owners of all Lots in the Additional Property of the Development. The provision of additional premium cable services to each Lot shall be determined by each individual Lot Owner and the cost of such additional premium cable services shall be borne directly by such individual Lot Owner. The builder of each Lot within the Additional Property shall grant to any such cable service provider easements for ingress, egress and utilities across, over and through any Lots purchased by such builder to accommodate the installation of cable television lines and facilities. Further, each builder of Lots within the Additional Property shall deliver to the Declarant a copy of the certificate of occupancy for each dwelling unit constructed on Lots within the Additional Property within five (5) days of receipt thereof.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed by its duly authorized representative as of the day and year first above written.

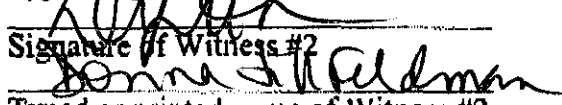
DECLARANT:

CANAM COPPER RIDGE PARTNERS,
a Florida general partnership
By: CanAm Copper Ridge, Inc.,
a Florida corporation
Its: General Partner

By: 
Robert W. Byrd, President


Signature of Witness #1
John Jorczak

Typed or printed name of Witness #1


Signature of Witness #2
Donna J. Feldman

Typed or printed name of Witness #2

THIS IS NOT A

STATE OF FLORIDA
COUNTY OF PINELLAS

CERTIFIED COPY

The foregoing instrument was acknowledged before me this 21 day of December, 2000, by Robert W. Byrd, as President of CanAm Copper Ridge, Inc., a Florida corporation, as General Partner of CANAM COPPER RIDGE PARTNERS, a Florida general partnership, on behalf of the corporation and the general partnership. He is personally known to me or has produced N/A (type of identification) as identification.


Jolynn Jorczak
Signature of Person Taking Acknowledgment


Jolynn Jorczak
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CC886794
Notarial Serial Number

(NOTARY SEAL)

 Jolynn Jorczak
MY COMMISSION # CC886794 EXPIRES
February 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

 Jolynn Jorczak
MY COMMISSION # CC886794 EXPIRES
February 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

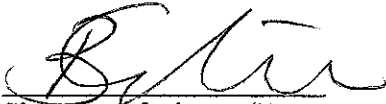
COMMENCE AT A FOUND RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE N 89° 30' 25" W, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH DOVER ROAD FOR THE POINT OF BEGINNING; THENCE S 00° 09' 14" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 718.50 FEET; THENCE, LEAVING SAID WEST RIGHT OF WAY LINE, N 89° 37' 59" W, A DISTANCE OF 109.91 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 00° 22' 01" W AT A DISTANCE OF 25.00; THENCE TO THE SOUTHWEST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.36 FEET THROUGH A CENTRAL ANGLE OF 90° 12' 47" TO THE P.T. OF SAID CURVE; THENCE N 89° 37' 59" W, A DISTANCE OF 50.00 FEET; THENCE S 00° 09' 14" W, A DISTANCE OF 75.09 FEET; THENCE N 89° 37' 59" W, A DISTANCE OF 256.07 FEET; THENCE S 17° 30' 51" W, A DISTANCE OF 289.29 FEET; THENCE N 78° 10' 26" W, A DISTANCE OF 223.58 FEET; THENCE N 22° 36' 07" W, A DISTANCE OF 84.87 FEET; THENCE N 00° 12' 01" W, A DISTANCE OF 79.49 FEET; THENCE S 89° 47' 59" W, A DISTANCE OF 50.00 FEET; THENCE N 00° 12' 01" W, A DISTANCE OF 50.00 FEET; THENCE S 89° 47' 59" W, A DISTANCE OF 100.00 FEET; THENCE N 00° 12' 01" W, A DISTANCE OF 22.35 FEET; THENCE S 89° 47' 59" W, A DISTANCE OF 50.00 FEET; THENCE N 00° 12' 01" W, A DISTANCE OF 44.85 FEET A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 89° 47' 59" W AT A DISTANCE OF 25.00 FEET; THENCE TO THE NORTHWEST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.30 FEET THROUGH A CENTRAL ANGLE OF 67° 08' 25" TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 22° 39' 34" W AT A DISTANCE OF 200.00 FEET; THENCE TO THE NORTHWEST, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.98 FEET THROUGH A CENTRAL ANGLE OF 22° 54' 49" TO THE P.T. OF SAID CURVE; THENCE S 89° 44' 46" W, A DISTANCE OF 6.83 FEET; THENCE S 00° 12' 01" E, A DISTANCE OF 165.07 FEET; THENCE S 89° 47' 59" W, A DISTANCE OF 100.00 FEET; THENCE S 00° 12' 01" E, A DISTANCE OF 10.13 FEET; THENCE S 89° 47' 59" W, A DISTANCE OF 150.00 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE, ALONG SAID WEST BOUNDARY, N 00° 12' 01" W, A DISTANCE OF 600.66 FEET; THENCE S 89° 30' 25" E, A DISTANCE OF 650.05 FEET; THENCE N 00° 12' 01" W, A DISTANCE OF 320.02 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE, ALONG SAID NORTH BOUNDARY, S 89° 30' 25" E, A DISTANCE OF 685.20 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH DOVER ROAD AND THE POINT OF BEGINNING.

CONTAINING 22.14 ACRES, MORE OR LESS.

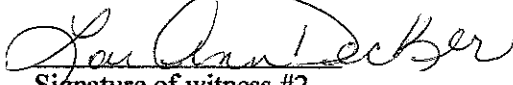
CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF
COPPER RIDGE/BRANDON HOMEOWNERS' ASSOCIATION, INC.

This is to certify that a duly called meeting of the members of Copper Ridge/Brandon Homeowners' Association, Inc. (the Association) held on December 6, 2005, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to Article VI, Section 8, Paragraph 4 of the Declaration of Covenants and Restrictions of Copper Ridge/Brandon Homeowners' Association attached hereto was duly adopted by two-thirds (2/3) affirmative vote of the membership. The Declaration of Covenants and Restrictions for Copper Ridge/Brandon Homeowners' Association was originally recorded in Official Records Book 182, Page 1541, Official Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, COPPER/BRANDON HOMEOWNERS' ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 16th day of December, 2005.


Signature of witness #1

BARBARA CARLINGTON
Printed name of witness #1


Signature of witness #2

LOU ANN DECKER
Printed name of witness #2

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 16th day of DECEMBER, 2005 by HERMES VARGAS as PRESIDENT of Copper Ridge Homeowners' Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Gail Knight
My Commission DD252150
Expires December 20, 2007

After recording return to:
Ronald E. Cotterill, Esquire
P. O. Box 172727
Tampa, FL 33672-0727

Copper Ridge Homeowners'
Association, Inc.

By: 
Signature

HERMES O. VARGAS, President
Printed name and title

INSTR # 2006012315

O BK 15970 PG 0272

Pgs 0272 - 273: (2pgs)

RECORDED 01/09/2006 11:28:41 AM

PAT FRANK CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK B Loggans


Notary Public

GAIL KNIGHT
Printed Name

ADOPTED FIFTH AMENDMENT TO THE COPPER RIDGE/BRANDON
DECLARATION OF COVENANTS AND RESTRICTIONS

The following is an adopted amendment to the Declaration of Covenants and Restrictions of Copper Ridge/Brandon Homeowners' Association, Inc., originally recorded in Official Records Book 182, Page 1541, Official Records of Hillsborough County, Florida.

(New wording Underlined; Deleted wording ~~Stricken Through~~)

Article VI, Section 8, Paragraph 4 is hereby amended to read as follows:

Section 8. 4. Fences shall be constructed either of wood or high quality PVC fencing, which mimics wood fencing. All posts and stringers shall be exposed only to the inside of the Lot. No fence of any type shall be permitted between the street right of way ~~and the rear building line up to a point not to exceed 10' (ten feet) of the rear building line~~ of the house. An exception can be made when a side entry man door or a middle side bedroom window exists, in which case the fencing may come forward of the rear building line to a point not more than 24" (twenty four inches) forward of said man door or middle side bedroom window. When the fence meets up with a middle side bedroom window or side man door the neighboring fence may match that ending location. Restrictions shall apply should sight lines of the neighboring property be blocked by the fence, in which case the fence may not extend more than 48" (forty eight inches) out from side of the home. Fences shall not exceed 6' (six feet) in height. No fence shall be constructed within 20' (twenty feet) from a street right-of-way line without the prior written consent of the Architectural Control Committee. No chain link fence may be erected on any residential Lot. Chain link fences may be permitted in common recreational areas as deemed necessary by the Association. No fence shall be installed until plans for same are submitted to the Architectural Control Committee and approval in writing has been granted by the Committee. The Architectural Control Committee may, in its sole discretion, reject an application for a fence when, in its sole discretion, it may determine that the fence as proposed would negatively affect a neighboring property.