

DECLARATION

41
L.C.

THIS DECLARATION, made on the date hereinafter set forth by Lennar Homes, Inc., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

OFF. REC. 5297 G 414

WHEREAS, DEVELOPER is the owner of property more particularly described in Exhibit "1", attached hereto and by this reference made a part hereof, hereinafter referred to as "The PROJECT";

WHEREAS, DEVELOPER has established a land use plan for The PROJECT and desires to provide for the preservation of the values and amenities hereby established and as may be established for The PROJECT hereafter committed to a land use plan and to this end does hereby subject The PROJECT to those use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as the BRANDON BROOK HOMEOWNERS ASSOCIATION, INC., to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, DEVELOPER hereby declares that The PROJECT shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

RICHARD L. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

ARTICLE I
DEFINITIONS

The terms used in this Declaration, and in the Articles and By-Laws, shall have the following meanings, unless the contract otherwise requires:

Section 1. "ASSOCIATION" shall mean and refer to the Brandon Brook Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part by this reference as Exhibits "4" and "5" is a copy of the Articles of Incorporation and By-Laws for the ASSOCIATION.

Section 2. "ASSESSMENT" means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BY-LAWS.

Section 3. "BOARD" means the Board of Directors of the ASSOCIATION.

Section 4. "BY-LAWS" means the By-Laws of the ASSOCIATION, as same may be amended from time to time.

Section 5. "ARTICLES" means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

Section 6. "INSTITUTIONAL LENDER" means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1987 DEC 22 AM 9:05

37293605

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Kimberley A. Steele, D.C.

signed by
Mr. J. Watkins Esq.
P.O. Box 107 Ave

Please return to:
ROBERT CURRIN
1370 S 58TH ST N. SUITE 207
CLEARWATER FLA 34620

Section 7. "COMMON EXPENSES" means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:

OFF. REC. 5297 G 415

A. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON OPEN SPACE, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.

B. Expenses of obtaining, repairing or replacing personal property in connection with any COMMON OPEN SPACE or the performance of the ASSOCIATION's duties.

C. Expenses incurred in connection with the administration and management of the ASSOCIATION.

D. Common water, sewer, trash removal, and other common utility, governmental, or similar services for the UNITS which are not separately metered or charged to the OWNERS, or which the ASSOCIATION determines to pay in common in the best interest of the OWNERS.

E. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BY-LAWS.

Section 8. "COMMON SURPLUS" means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

Section 9. "OWNER" shall mean and refer to the record owner other than the DEVELOPER, whether one or more persons or entities, of a fee simple title to any LOT, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "PROJECT" shall mean and refer to that portion of the DEVELOPMENT as hereinafter defined and legally described in Exhibit "1" attached hereto, and any portions of the UNDEVELOPED PARCEL as may hereafter be subjected to this DECLARATION by ANNEXATION.

Section 11. "COMMON OPEN SPACE" shall mean any real property within the PROJECT, whether improved or unimproved, or any easement or intent therein, now or hereafter owned or to be owned by the ASSOCIATION for the common use and enjoyment of the OWNERS, their tenants, invitees and/or guests.

Section 12. "RECREATION PARCEL" shall mean and refer to that portion of the COMMON OPEN SPACE upon which may be constructed recreation facilities. Recreation Facilities may be added to or expanded by DEVELOPER without the consent of OWNERS or the ASSOCIATION. As of the date of this Declaration, Developer has no plans to construct any facilities on the RECREATION PARCEL.

Section 13. "LOT" shall mean and refer to all of those LOTS which are designated as such in the recorded Plat(s) of the real property comprising the PROJECT.

Section 14. "UNDEVELOPED PARCEL" shall mean and refer to the real property described in Exhibit "2" herein, which is presently an unimproved parcel of land which DEVELOPER may, but is not obligated to develop, and by ANNEXATION subject to this Declaration.

Section 15. "UNIT" shall mean and refer to any completely constructed residential living Unit, including but not limited to a Condominium Unit, a single family attached townhouse or villa, a detached single-family house, or an apartment in a rental building, in the PROJECT either presently existing or hereafter to be constructed, and which is subject to assessments under this Declaration or any supplemental declaration made by the Developer, which includes any land, improvements or other property appurtenant to the Unit.

Section 16. "ZERO LOT LINE WALL" shall mean that exterior wall of a UNIT which is constructed upon the boundary line of a LOT or within four (4) feet of a boundary line of a LOT.

Section 17. "DEVELOPER" shall mean and refer to Lennar Homes, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of the DEVELOPER hereunder are specifically assigned. DEVELOPER may assign only a portion of the rights hereunder, or all or a portion of such rights in connection with appropriate portions of the PROJECT. In the event of such partial assignment, the assignee shall not be deemed the DEVELOPER, but may exercise such rights of the DEVELOPER assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 18. "ANNEXATION" shall mean the subjecting of any portions of the UNDEVELOPED PARCEL to this DECLARATION in accordance with Article VII of the DECLARATION.

Section 19. "MEMBER" shall mean and refer to a MEMBER of the ASSOCIATION.

Section 20. "RENTAL BUILDING" shall mean and refer to a residential building containing two or more Units and the individual Units therein are not owned in fee simple.

Section 21. "BUILDERS" shall mean any Purchaser of one or more Lots from Declarant for the construction and resale of Units contained therein.

Section 22. "PUBLIC AREAS" shall mean all lands owned by the State of Florida, Hillsborough County, Florida, any city, district or municipality which, to the extent permitted by governmental authority, are to be maintained by the Association.

Section 23. "COUNTY" shall mean Hillsborough County, Florida.

ARTICLE II PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every OWNER shall have a right and easement of enjoyment in and to the COMMON OPEN SPACE which shall be appurtenant to and shall pass with the title to every LOT, subject to the following:

A. All provisions of this DECLARATION, any plat of all or any part of the PROJECT, and the ARTICLES and BY-LAWS;

B. Rules and regulations adopted by the ASSOCIATION governing the use and enjoyment of the COMMON OPEN SPACE;

C. The right of the ASSOCIATION to charge reasonable admission and other fees for the use of the RECREATIONAL PARCEL;

D. The right of the ASSOCIATION to suspend the voting rights of any OWNER for any period during which any ASSESSMENT against his LOT remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

E. The right of the ASSOCIATION, subject to the approval of the County Building and Zoning Department, to dedicate, sell or transfer all or any part of the COMMON OPEN SPACE to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the MEMBERS. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of each class of MEMBERS has been recorded.

F. The right of the ASSOCIATION to make additions, alterations or improvements to the COMMON OPEN SPACE, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of two-thirds (2/3) of the votes of the OWNERS shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of