

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

existing COMMON OPEN SPACE, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON OPEN SPACE, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DEVELOPER owns any portion of the subject PROPERTY, DEVELOPER shall have the right to make any additions, alterations or improvements to the COMMON OPEN SPACE as may be desired by DEVELOPER in its sole discretion from time to time, at DEVELOPER'S expense.

Section 2. ZERO LOT LINE MAINTENANCE AND EASEMENTS.

A. An exclusive easement for the unintentional encroachment by any building, UNIT or other improvements on a LOT or the Common Open Space upon any other LOT or the Common Open Space caused by or resulting from the original construction of improvements or the repair or replacement of same, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching building, UNIT or other improvement, to the extent of such encroachment.

B. Maintenance of a ZERO LOT LINE WALL shall be the obligation of the OWNER of the ZERO LOT LINE WALL. The OWNER shall have an easement over the adjacent LOT, as set forth in Paragraph "C" herein, in order to maintain said ZERO LOT LINE WALL. In no event shall any OWNER cut a window or any opening in the ZERO LOT LINE WALL. Nor shall any OWNER make any structural changes in the ZERO LOT LINE WALL, including, but not limited to, change of paint color, without the express written approval of the ASSOCIATION. In the event the BOARD shall determine that the ZERO LOT LINE WALL has been damaged by the adjacent LOT OWNER, that OWNER shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the BOARD. In the event such repair is not so accomplished by said adjacent OWNER, within thirty (30) days, unless extended by the BOARD, the ASSOCIATION shall have the right at reasonable times to enter the adjacent LOT to effect such repair, and the cost thereof shall be charged to the adjacent LOT OWNER, and if not paid in a timely manner, shall become a lien on such adjacent LOT.

C. DEVELOPER hereby grants to each LOT OWNER with a ZERO LOT LINE WALL, a maintenance easement into the LOT or COMMON OPEN SPACE contiguous to the ZERO LOT LINE WALL for the maintenance of said ZERO LOT LINE WALL, and any wing wall attached thereto. The easement shall be four (4) feet in width, shall be immediately contiguous to the ZERO LOT LINE WALL, and if the easement is on a LOT rather than on COMMON OPEN SPACE, shall run the length of the LOT on which the easement exists. No improvements shall be constructed in the easement area which would block access to the ZERO LOT LINE WALL and wing wall, if any, or which would in any way interfere with easement holders' ability to maintain the ZERO LOT LINE WALL and wing wall, if any, except that a fence or wall may be constructed by the DEVELOPER across the easement area so long as a door is constructed in such wall or fence to give access to the holder of the easement. If the door is constructed outside of the easement area, the holder of the easement shall have a further easement to gain access to the door and from the door to the easement area. The LOT OWNER in whose favor the easement exists shall have the right to enter upon the easement area in order to perform work relating to the maintenance of the ZERO LOT LINE WALL and wing wall.

D. Easements are hereby reserved for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON OPEN SPACE and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON OPEN SPACE as may from time time be paved and intended for such purposes, same being for the use and benefit of the OWNERS of the PROJECT, and their tenants, guests and invitees.

E. The COMMON OPEN SPACE shall be, and the same is hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS in the PROJECT from time to time, and their tenants, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

F. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, are hereby reserved over and across all roads existing from time to time within the PROJECT, and