

**LETTINGWELL
HOMEOWNERS ASSOCIATION, INC.**

ASSOCIATION DOCUMENTS

**Declaration of Easements, Covenants, Conditions and Restrictions
Articles of Incorporation
Bylaws**



99050607

DECLARATION OF EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LETTINGWELL (Parcel 15, Unit 1 of Meadow Pointe)

THIS INSTRUMENT is the "Declaration of Easements, Covenants, Conditions and Restrictions" of TROUT CREEK PROPERTIES, LLC, a Delaware limited liability company, whose post office address is P. O. Box 271772, Tampa, FL 33688 (hereafter referred to as the "Declarant"), made and entered this 20th day of April, 1999.

Rspt: 322252 Rec: 141.00
DS: 0.00 IT: 0.00
04/23/99 Dpty Cler

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Pasco County, Florida, which is more particularly described in the legal description attached hereto as Exhibit "A":

NOW, THEREFORE, Declarant hereby declares that all of the real property described in the previous paragraph shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the described real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

JED PITTMAN, PASCO COUNTY CLERK
04/23/99 10:36am 1 of 31
OR BK 4137 PG 532

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Association" means LETTINGWELL HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 3. "CDD" means the Meadow Pointe II Community Development District, a special purpose unit of local government organized and existing pursuant to Chapter 190, Florida Statutes.

Section 4. "Declarant" means TROUT CREEK PROPERTIES, LLC, a Delaware limited liability company, its successors and assigns, if such successors and assigns are designated in writing by the Declarant as the successors and assigns of the Declarant's rights hereunder, until such time as Declarant, its successors or assigns, files an affidavit in the public records stating that it, or its nominee, has succeeded to the position of Declarant (as more fully described in Article XV hereafter).

Section 5. "FHA" means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America and its successors.

Section 6. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, and from time to time applicable to the Property or to any and all activities thereon.

Section 7. "Lot" means any plot of ground shown on any recorded subdivision plat of the Property, other than the streets or other areas dedicated to public use.

Section 8. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for performance of an obligation. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

Section 9. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 10. "Owner" means the record Owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

Section 11. "Person" means any natural person or artificial legal entity, unless the context expressly requires otherwise.

Section 12. "Plat" means the recorded plat of Meadow Pointe, Parcel 15, Unit 1 per Plat Book 37, Pages 8 through 12, Public Records of Pasco County, Florida.

Section 13. "Property" means the real property that is subject to this Declaration, as described on Page 1 hereof, and such additional lands to which this Declaration may be extended from time to time as provided in Article VIII, § 2. It is contemplated that this Declaration will ultimately be extended to all of the property contained in the Plat, however there is no obligation on the part of Declarant or any other party to undertake such extension.

Section 14. "Recorded" means filed for record in the Public Records of Pasco County, Florida.

Section 15. "Supplemental Declaration" means any Declaration hereafter-recorded for the purpose of extending the provisions of this Declaration to any portion of the lands other than the Property.

Section 16. "The Work" means the initial construction of improvements, including dwelling units and landscaping upon all or any portion of the Property for a single family residential community and the sale and/or leasing thereof by Declarant.

Section 17. "VA" means the Veterans Administration of the United States of America and its successors.

Section 18. Documentation. The legal documentation for Meadow Pointe, Parcel 15, Unit 1 consists of this Declaration, all supplemental Declarations, the Association's Articles of Incorporation, a copy of which is attached hereto as Exhibit "B", the Association's By-Laws, a copy of which is attached hereto as Exhibit "C", and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property.

- (a) "Declaration" means this Declaration and all applicable Supplemental Declarations as from time to time amended.
- (b) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.
- (c) "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.

Section 19. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday. Unless the context expressly requires otherwise, the terms "Lot," "Platted Lands," "Property" and "Unplatted Lands" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Section of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II
PROPERTY RIGHTS

Section 1. Drainage Easements. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the recorded subdivision plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Declaration.

Section 2. Use of Lots.

(a) Antennas. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot in such a manner as to be visible from the exterior of such Lot if a master television or radio antenna system or cable system is available or becomes available to such Lot. Microwave antennas for television reception having a diameter not greater than one meter are permitted, provided that they are completely screened from view and cannot be seen from outside the Lot.

(b) Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family villa dwelling not to exceed thirty-five (35) feet in height with a minimum square footage of 1700 square feet and with a two-car garage.

(c) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.

(d) Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure, storage shed, basketball goal, baseball or tennis pitching machines, nets or batting cages, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted by Section 17 of this Article. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks,

gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee referred to in Article VI hereof.

(e) Damage to Buildings. In the event a dwelling unit located on a Lot is damaged, through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

(f) Commercial Trucks, Trailers, Campers and Boats. No trucks in excess of three-quarters ($\frac{3}{4}$) ton, vehicles containing commercial lettering, vehicles including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls or in designated areas if not visible from the streets or roadways and other Lots or property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited.

(g) Fences. No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Declarant or its assignee, or except any fence approved by the Architectural Control Committee.

(h) Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the County of Pasco for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage, refuse, trash or rubbish containers must be screened from view from all sides at all times except during pick-up, and shall not be set outside for more than twelve (12) hours before any scheduled pick-up.

- (i) Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of any Lot or roadway. Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when protected from view by screening or fencing approved by the Committee.
- (j) Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid Laws shall be strictly observed.
- (k) Window Treatment. No Lot Owner may display any drapes, curtains or other window treatment which when viewed from the outside of a dwelling unit is of a color other than white or beige. No windows within a dwelling unit may be tinted without the consent of the Architectural Control Committee.
- (l) Lawns. Each Lot Owner shall install St. Augustine grass and a suitable irrigation system for the lawn areas of the Lot.
- (m) Standard Mailbox. A standard mailbox approved by the Developer shall be installed for each dwelling unit within the Meadow Pointe Community. In the event a mailbox is damaged or destroyed, it shall be repaired or replaced by the Lot Owner, so as to conform with such standard mailbox.
- (n) Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of records and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, the Owner may be assessed an amount up to Fifty Dollars (\$50.00) per violation or the maximum amount allowed by Law, if such amount is greater. This assessment shall be considered in the same manner as specific assessments as defined in Article V, Section 6, and those terms of this Declaration providing for the recording of the assessment lien, enforcement and collection shall also apply.

Section 3. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except that domesticated dogs not to exceed thirty (30) pounds in weight, a maximum of two (2) cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided such animals are not kept, bred or maintained for any commercial purpose.

Section 4. Parking Rights, Vehicle Repairs. There shall be no parking on any grass or landscaped area, sidewalks or any portion of a Lot other than the driveways and garages constructed for such purpose. No motor vehicle, motor home, boat or other equipment shall be repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage and are completely screened from view. While the Declarant still owns Lots for sale, or under construction on the Property, Declarant or its assigns shall have the right to use the builders' model centers for business and customer parking from the hours of 10 AM to 6 PM Monday through Saturday and 12 Noon to 6 PM on Sundays. At any other time, such parking shall be open to Owners and guests of Owners, subject to all of the other requirements for parking of vehicles contained herein.

Section 5. General Restrictions. Except as expressly provided in this Declaration or with the Association's prior written consent or in accordance with the Association's rules and regulations:

- (a) Signs. No sign of any kind, including Lot "For Sale" signs shall be displayed to the public view within the Property except those as may be allowed upon application to and approval of the Architectural Control Committee.

Section 6. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein that may constitute an annoyance or nuisance to any Owner or to any other Person at any time lawfully residing within the Property. Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from any such damage or waste caused by such Owner, or by any family or household member residing on such Owner's Lot. Notwithstanding the foregoing, or any other provision of this Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions shall be limited to the available proceeds of any and all insurance maintained by such Owner if, at the time of such act or omission, such Owner has insurance in force complying with such reasonable requirements as the Association from time to time may establish. Collect ability of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section. The Association shall be responsible for insuring itself all in accordance with Article IX of this Declaration.

Section 7. Rules and Regulations. No Owner or other Person residing within the Property or invitee shall violate the Association's rules and regulations for the use of the Lots and all Owners and other Persons residing within the Property, and their invitee, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any Supplemental Declaration, prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-

executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

Section 8. Provisions Inoperative as to the Work. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Declarant, its transferees, or its or their contractors, subcontractors, agents and employees, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its transferees, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

- (a) Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Declarant's business of completing the work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or
- (b) Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or
- (c) Maintaining such sign or signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the Property in parcels.

As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 9. Access by Association. The Association has a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each Lot for the purpose of servicing the utility easements described in Article II, Section 7(b), or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 10. Enforcement. All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations

adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recovery of the towed or removed vehicle shall be borne sole by the Owner or the operator of the towed or removed vehicle.

ARTICLE III **Membership and Voting Rights**

Section 1. Membership. Every Owner of a Lot is a member of the Association. If title to a Lot is held by more than one Person, each such Person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by record conveyance of title to that Lot. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. The Association has two (2) classes of membership, Class "A" members and Class "B" members, as follows:

- (a) Class "A" Class "A" Members shall be Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section I hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a Person is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

- (b) Class "B" The Class "B" Member shall be Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws.

The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member shall be deemed to have waived its right to appoint such

a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of the Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under Article IV of the By-Laws.

After termination of the Class "B" Control Period, the Class "B" Member shall have the right to disapprove actions of the Board of Directors and any committee as provided in Article IX of the By-Laws.

Section 3. Definition of Class "B" Control Period. The Class "B" Control Period shall commence with the execution of this Declaration by Declarant and expire upon the first to occur of the following:

- (a) Three months after ninety per cent (90%) of the Lots permitted by the Plat of the Property have been conveyed to Owners other than the Declarant, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale;
- (b) Twenty (20) years after the date this Declaration is recorded in the public records of Pasco County, Florida; or
- (c) When, in its discretion, the Class "B" Member so determines.

This Section 3 cannot be amended without the express written consent of Owners representing one hundred percent (100%) of the total Class "A" Members in the Association.

Section 4. Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration or any Supplemental Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and By-Laws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration or any Supplemental Declaration control anything in the Articles of Incorporation or By-Laws to the contrary.

ARTICLE IV
Rights and Obligations of the Association

Section 1. Maintenance.

(a) **Responsibility of Association.** The Association shall conduct certain activities upon the exterior portion of all lots as follows: lawn care service, exterior painting every five years, and roof replacement every twenty-five years. Notwithstanding the above provisions, the Association may, pursuant to action of the Board of Directors and inclusion in the yearly budget, elect to perform any exterior maintenance activities. The Association shall not perform any exterior maintenance except as part of a community-wide maintenance program scheduled by the Board of Directors. Each Lot is subject to an assessment for such activities as provided in this Declaration.

(b) **Responsibility of Owner.** The Owner shall provide for all elements of exterior maintenance, except such activities performed by the Association under (a) above. All maintenance performed by the Owner shall comply with the neighborhood standard, at a minimum.

(c) **Failure of Owner to Repair.** The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot if such Owner does not maintain in a reasonable condition any exterior area or landscaped area on such Owner's Lot, and such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association by a vote of not less than sixty-seven percent (67%) of the full Board of Directors may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(d) **Exterior Maintenance Assessment.** An Annual Exterior Maintenance Assessment to provide and be used for the exterior painting and roofing reserves, and lawn service activities shall be assessed to each Owner by the Association.

Section 3. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this

Declaration, any Supplemental Declaration, or its Articles, By-Laws, rules and regulations. The Association may contract with others to furnish trash collection, lawn care, and any other services or materials, or both, to all Lots, or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then: (i) only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in Article V, § 6, of this Declaration; and (ii) provided further, each such Owner's consent shall be required.

Section 4. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's By-Laws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Supplemental Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 6. Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any Supplemental Declaration, its Articles or By-Laws, and every other right, power or privilege given to it expressly by this Declaration, any Supplemental Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power and privilege so granted.

ARTICLE V Covenant for Assessments

Section 1. Assessments Established. For each Lot owned with hereby covenants, and each Owner of any Lot by acceptance of a deed so expressed in such deed, is deemed to covenant and agree to pay to it

- (a) An Annual General Assessment, as defined in Section
- (b) An Annual Exterior Maintenance Assessment as defined in Article;

- (c) Special Assessments for Capital Improvements, as defined in Section 5 of this Article;
- (d) Specific assessments against any particular Lot that are established pursuant to any provision of this Declaration or applicable Supplemental Declaration as provided in Section 6 of this Article; and
- (e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest not to exceed eighteen percent (18%) per annum as computed from the date the delinquency first occurs and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made; provided, however, in no event shall this interest rate exceed the maximum allowable by law. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment arose. Such personal obligation for delinquent assessments shall not pass to an Owner's successors in title who are not affiliated with the Owner or related to the Owner by marriage, blood, or adoption, unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the Lot. No First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgagee's mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Section 2. Purpose of Assessments; Annual Budget. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the exteriors of those Lots within the Property. Each Lot shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and Annual Exterior Maintenance Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made.

The Association shall prepare an annual budget, which must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Budget may contain reserves for capital improvements and shall contain a reserve for repainting the dwelling units on each Lot, at least once every five (5) years. The Association shall provide each Owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The copy must be provided within ten (10) days after written request.

Assessments shall be in an equal amount for each Lot, with the exception of any Specific Assessments described in Section 2(e) above, which shall be specific to the Lot being assessed. The assessment shall be made on a calendar year basis, collected monthly as provided in Section 3 below.

To effectuate the foregoing, the Association shall levy the Annual Assessment composed of the following:

(a) Annual General Assessment. An Annual General Assessment to provide and be used for the operation, management, maintenance, painting, repair and servicing of the property, and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Association (including reserves for any and all of the foregoing) except exterior maintenance upon any Lot.

(b) Exterior Maintenance Assessment. An Annual Exterior Maintenance Assessment to provide and be used for the exterior maintenance, repair, servicing, renewal, replacement and improvement of the exterior of each Lot, including reserves for any and all of the foregoing.

Section 3. Maximum Annual Assessment. The amount of the Annual Assessment, as determined in accordance with the foregoing Section 2, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which period shall be the calendar year. Written notice of the assessment shall be given to every Owner. The Annual Assessment shall be payable in equal quarterly installments equal to one-fourth (1/4) of the Annual Assessment. The Board of Directors of the Association may in its own discretion amend the manner in which assessments are collected to monthly, semi-annually, annually, or any other manner as may be required to fit the needs of the Association. If any Owner defaults in payment of any installment for a period of thirty (30) days, the Association, at the option of its Board of Directors, may declare the unpaid balance immediately due and payable.

Until October 1 of the year immediately following the recording of this Declaration, the Monthly Assessment will not exceed Eighty-three and no/100 Dollars (\$83.00) per Lot, allocated as follows: Thirty-Seven and no/100 Dollars (\$37.00) to the Annual General Assessment and Forty-Six and no/100 Dollars (\$46.00) to the Annual Exterior Maintenance Assessment. The Annual Assessment does not include capital and operation and maintenance assessments imposed by the CDD.

From and after October 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than five percent (15%) above the maximum assessment for the previous year without a vote of the membership.

From and after October 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above five percent (15%) by a vote of sixty-seven percent (67%) of each class of members who are voting in person or by proxy, at a meeting duly convened for this purpose as provided in Article XI, § 3 of this Declaration. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 4. Specific Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, the cost of roof replacement on any Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable Supplemental Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitee, also shall be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 5. Uniformity of Assessments. The Annual Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the Property. All monies received from any Annual Exterior Maintenance Assessment shall be allocated by Board of Directors to separate budgetary accounts and may not be used for any other purposes without the approval of sixty-seven percent (67%) of the Owners who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article XI, § 3, of this Declaration.

Section 6. Declarant's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or of the Association's Articles of Incorporation or By-Laws, to the contrary, the Declarant shall be excused from the payment of its share of operating expenses and Assessments during the Class "B" Control Period, provided that Declarant shall pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association. Upon transfer of title of a Declarant-owned Lot other than for purposes of development, such Lot shall be assessed in the applicable amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Declarant derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount from time to time established for similar Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or Mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 7. Commencement of Annual Assessment. The Annual Assessment commences as to all Lots on the first day of the month following the recording of the transfer of title by Declarant of the first Lot to an Owner other than Declarant. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. Regardless of when the Annual Assessment commences as to any Lot, such Lot shall be deemed "subject to assessment" within the provisions of this Declaration, the Association's Articles of Incorporation and By-Laws, from and after the date this Declaration has been recorded. Upon demand, and for a reasonable charge, the Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Lien for Assessment. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for negotiation, trial and appellate representation, which lien shall be prior and superior to all other liens, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (ii) the lien or charge of any First Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and (iii) any lien permitted pursuant to the Master Declaration.

Section 9. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen percent (18%) per annum; provided, however, in no event shall this interest rate exceed the maximum allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien, or its priority.

Section 10. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its owner for purposes of resale only. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in its addition to its usual assessment, its pro-rata share of the assessment that would have been charged to such Lot had it not been acquired by the Association as a result of foreclosure. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 11. Homesteads. By acceptance of a deed thereto, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead as provided in Article X, Section 4 of the Constitution of the State of Florida, or any successor provision.

Section 12. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage and any assessment lien arising pursuant to the Master

Declaration. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that become due prior to such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall report to any encumbrancer of a Lot any assessments remaining unpaid for more than thirty (30) days and shall give such encumbrancer thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided such encumbrancer first shall furnish the Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien created by this Article; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI Architectural Control

Section 1. Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee, composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners.

Section 2. Committee Authority. The Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Property as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Supplemental Declaration or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the provisions of this Declaration and any applicable Supplemental Declaration; and, (ii) if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association. Notwithstanding the foregoing, any architectural control review required by the Master Declaration shall be undertaken by the Owner in connection with any improvements and approval of any action by the Committee hereunder shall not be deemed approval under the Master Declaration.

Section 3. Committee Approval. No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Lot, including that portion of any Lot not actually occupied by its improvements, except for replacement of items

installed by Declarant as part of the Work, unless approved by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations or additions within an enclosed yard, fully enclosed rear entry patio, or entry area and screened from view; provided, however, any trees or shrubs capable of attaining a height in excess of the walls, fencing or shrubbery as the case may be, not installed by Declarant as part of the Work are subject to Committee approval. No Owner may undertake any exterior maintenance of his Lot that is the duty of the Association, as provided by this Declaration, without the Committee's prior approval. No exterior door or glass surface may be replaced by any Owner without the Committee's prior approval unless the replacement is identical to that utilized by Declarant as part of the Work. Nothing may be kept, placed, stored or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by its improvements thereon without the Committee's prior approval unless it is within any enclosed yard, fully enclosed rear entry patio, or entry area and screened from view. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Section 4. Procedure. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. If the Committee does not approve or disapprove any application within the thirty (30) days after receipt, the Committee's approval will be deemed given. In all other events, the Committee's approval must be in writing. If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this Article. The Association or any Owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use activity, alteration, addition, or attachment will create an unreasonable maintenance burden upon the Association or, such being the case, may condition its approval upon the Owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee. At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon such Owner's Lot have been approved by the Committee, if such is the case. The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural control Committee, then provision must be made for the review by the Board of decisions of the Architectural Control Committee, or any subcommittee, at the request of the affected Owner, subject to such reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such

regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the architectural control provisions of this Declaration at all times shall provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person and by a representative of such Owner's choosing.

Section 5. Standards. All actions by the Board of Directors or Architectural Control Committee with respect to architectural control shall: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Property; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 6. Declaration Consent. So long as Declarant is a Class "B" Member of the Association, all actions of the Architectural Control Committee require Declarant's written approval.

ARTICLE VII

Party Walls, Roofs, Utility Connections and Shared Front Entry Easements.

Section 1. General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots, and the roofs between Lots for each duplex unit are considered to be a party wall, fence or roof; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls, fences and roofs.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and replacement of a party wall, fence and roof shall be shared by the Owners who make use of the wall, fence and roof in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall, fence or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall, fence or roof may restore it; and if other Owners thereafter make use of the wall, fence or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall, fence or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

Section 6. Number of Dwellings. No portion of the Property may be combined or subdivided in any manner so as to increase the number of dwellings on the Property from those established by such the Plat of the Property.

Section 7. Utility Connections. All Lots are served by a sanitary sewer and water system; and no septic tank or well may be installed on any Lot.

Section 8. Shared Front Entry Easements.

(a) For purpose of this section, the "Easement Property" for each pair of Lots listed below shall be the property within four feet on either side of the shared lot line between the two lots and within 75 feet of the front lot line abutting the street.

(b) The "Access Easement" granted in section C below shall be for the benefit of the grantee Owner, and such Owner's invitee and licensees, for the purpose of pedestrian access to and from the entry of such Owner's dwelling. No Owner shall permit the obstruction of the Easement Property or storage of any articles upon the Easement Property on such Owner's Lot. Each Owner shall maintain the Easement Property upon such Owner's Lot, and such Easement Property shall be subject to the provisions of Article IV, Section 1 © hereof regarding the failure of Owner to repair, and Article II, Section 8 hereof, regarding access by the Association to perform maintenance if the Owner fails to do so.

(c) Declarant hereby grants to the Owner of each "A" Lot listed in section D below, an Access Easement over the Easement Property on the corresponding paired "B" Lot. Declarant hereby grants to the Owner of each "B" Lot listed in section D below, an Access Easement over the Easement Property on the corresponding paired "A" Lot.

(d) The Lot pairs for joint Access Easements are listed below, each as described on the Plat of Meadow Pointe Parcel 15 Unit 1, as recorded in Plat Book 37, Pages 8 thru 12, of the public records of Pasco County, Florida:

- | <u>"A" Lot</u> | <u>"B" Lot</u> |
|--|----------------|
| Lot 102, Block 1, and Lot 103, Block 1 | |
| Lot 104, Block 1, and Lot 105, Block 1 | |
| Lot 106, Block 1, and Lot 107, Block 1 | |
| Lot 108, Block 1, and Lot 109, Block 1 | |
| Lot 110, Block 1, and Lot 111, Block 1 | |
| Lot 112, Block 1, and Lot 113, Block 1 | |

Lot 114, Block 1, and Lot 115, Block 1
Lot 116, Block 1, and Lot 117, Block 1
Lot 118, Block 1, and Lot 119, Block 1
Lot 120, Block 1, and Lot 121, Block 1
Lot 122, Block 1, and Lot 123, Block 1
Lot 124, Block 1, and Lot 125, Block 1
Lot 126, Block 1, and Lot 127, Block 1
Lot 128, Block 1, and Lot 129, Block 1
Lot 130, Block 1, and Lot 131, Block 1
Lot 132, Block 1, and Lot 133, Block 1
Lot 134, Block 1, and Lot 135, Block 1
Lot 136, Block 1, and Lot 137, Block 1
Lot 138, Block 1, and Lot 139, Block 1
Lot 140, Block 1, and Lot 141, Block 1
Lot 142, Block 1, and Lot 143, Block 1
Lot 144, Block 1, and Lot 145, Block 1
Lot 146, Block 1, and Lot 147, Block 1
Lot 148, Block 1, and Lot 149, Block 1
Lot 150, Block 1, and Lot 151, Block 1
Lot 2, Block 2, and Lot 3 Block 2
Lot 4, Block 2, and Lot 5, Block 2
Lot 6, Block 2, and Lot 7, Block 2
Lot 8, Block 2, and Lot 9, Block 2
Lot 10, Block 2, and Lot 11, Block 2
Lot 12, Block 2, and Lot 13, Block 2
Lot 14, Block 2, and Lot 15, Block 2
Lot 16, Block 2, and Lot 17, Block 2
Lot 18, Block 2, and Lot 19, Block 2
Lot 20, Block 2, and Lot 21, Block 2
Lot 22, Block 2, and Lot 23, Block 2
Lot 24, Block 2, and Lot 25, Block 2
Lot 26, Block 2, and Lot 27, Block 2
Lot 28, Block 2, and Lot 29, Block 2
Lot 30, Block 2, and Lot 31, Block 2

ARTICLE VIII Operation and Extension

Section 1. Effect Upon Platted Property. From and after the date this Declaration is Recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association and each Owner.

Section 2. Extensions The Declarant intends to acquire title to and subject all 86 Lots and the Plat to this Declaration. Extension shall be accomplished by the Owner of such Lot or executing with the formalities of a deed, a Supplemental Declaration extending the provisions hereof to the additional property. The Declarant shall not be required to obtain any consents or permission from any third party for an extension involving any of the 86 Lots on the Plat which Declarant owns. Such extension shall become effective upon recording of the Supplemental Declaration.

Section 3. Other Extensions. The extension of the provisions of this Declaration to any lands other than real property within the Plat requires the Association's approval. Any such extension shall be approved by sixty-seven percent (67%) of the Class "A" Members of the Association present in person or by proxy voting at a meeting duly convened for such purpose as provided in Article XI, § 3, of this Declaration. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and other Owners of all interest in the lands to which the provisions of this Declaration are extended.

ARTICLE IX

Insurance and Casualty Losses; Condemnation

Section 1. Insurance. Insurance, other than title insurance, shall be covered by the following provisions:

(a) Authority to Purchase. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage:

(i) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

(ii) Worker's Compensation Policy. To meet the requirements of Law.

(iii) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section . Insurance on Lots. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

- (a) Loss or damage by fire, hurricane, tornado, windstorm, and other hazards covered by a standard extended coverage endorsement, and
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

The owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance of each anniversary date thereof. If an Owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the Owner for the cost of same in accordance with Article V, § 6, of this Declaration.

ARTICLE X General Provisions

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding at Law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or any Supplemental Declaration or both. The party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiations and trial and appellate proceedings, if any. If the Association enforces the provisions of this Declaration against any Owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such Owner's Lot, as provided in Article V, § 6, of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so any time. If these restrictions are enforced by any Owner or class of Owners, such Owner or class of Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

Section 2. Provisions Run With The Land. The provisions of this Declaration shall run with and bind the Property and all other lands to which it is extended as provided in Article VIII, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors and assigns, until the fiftieth (50th) anniversary of the date hereof, whereupon they automatically shall be extended for successive periods of ten (10) years each; provided, however, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable after such fiftieth (50th) anniversary date, then, in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto

a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions.

Section 3. Meeting Requirement. Wherever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days, nor more than thirty (30) days, in advance of such meeting, setting forth its purpose. Notice of such meeting shall also be posted in a conspicuous place at least forty eight (48) hours in advance of the meeting. At such meeting, the presence of members or proxies entitled to cast at least thirty-three percent (33%) of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class "A" Members, if it must be approved by the Class "A" Members only, or of the affected Owners, if it must be approved by the affected Owners only. If the required quorum is not forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced on one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. FHA/VA Approval. As long as there is a Class "B" membership the following actions will require the approval of the Federal Housing Administration and or the Veteran's Administration (provided that such agency has insured or guaranteed any mortgages encumbering any Lot or Lots): any merger or consolidation of the Association or the dissolution of the Association; any annexation of additional properties; and any amendment of this Declaration, the Articles or the By-Laws.

Section 5. Severability. Invalidation of any particular provision of this Declaration, or any Supplemental Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

Section 6. Joinder. Lennar Homes, Inc. as the owners or contract vendee of portions of the Property, joins in this Declaration for the purpose of subordinating their right, title and interest in the Property to its provisions.

ARTICLE XI Amendments

Section 1. Prior to the conveyance of the first Lot an Owner other than Declarant, Declarant and the Association may unilaterally amend this Declaration. After such conveyance, Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is:

(a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lot; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration, or

the Department of Housing and Urban Development, to enable such lender or purchaser to make or purchase mortgage loans on the Lot; or (d) necessary to enable any governmental agency or reputable title insurance company to insure mortgage loans on the Lot; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Until the expiration of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner, in which event the joinder of the affected Owner(s) is required.

Section 2. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting members representing seventy-five percent (75%) of the total Class "A" Members in the Association, including seventy-five percent (75%) of the Class "A" Members other than Declarant, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Pasco County, Florida and shall contain a certificate of the Association that the requisite approval has been obtained.

Section 3. If any Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 4. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

ARTICLE XII Declarant's Rights

Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation or enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Pasco County, Florida.

So long as Declarant continues to have rights under this Article, no person shall record any declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the end of the Class "B" Control Period.

ARTICLE XIII

Special Rights of Holders, Insurers or Guarantors of First Mortgages

Section 1. Notice. Any holder, insurer or guarantor of a First Mortgage has the following rights in connection with the Property as said entity's interest may appear:

(a) Notice of Action. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of (i) any condemnation loss or any casualty loss which affects a material portion of the Property or any lot upon which a First Mortgage is held, insured or guaranteed by such mortgage holder, insurer or guarantor as applicable; (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to First Mortgage held, insured or guaranteed by such holder, insurer or guarantor which remains uncured for a period of sixty (60) days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (iv) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as may be specified in this Declaration.

(b) During normal business hours and upon reasonable notice and in a reasonable manner, such eligible mortgage holder, insurers or guarantors shall be afforded the right to inspect the books, records and papers of the Association including the Declaration, Articles and By-Laws, and upon written request to the secretary of the Association to receive copies of the annual financial statements of the Association. The Association may make a reasonable charge to defray its costs incurred in complying with this section.

Section 2. Eligible Holder, Insurer or Guarantor Defined. For purposes of this Declaration an eligible holder, insurer or guarantor means a holder, insurer or guarantor of a First Mortgage on a Lot who has requested notice in writing to the Association of any matter, which notice shall state the name and address of such holder, insurer or guarantor and the Lot number involved. Included hereunder are the Federal National Mortgage Association (FNMA), the Governmental National Mortgage Association (GNMA) the Federal Home Loan Mortgage Corporation (FHLMC), and FHA and VA, and any Mortgagee as defined in Article I, Section 11, of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed the date stated above.

Signed, sealed, and delivered in the presence of:

Geraldine Burton

Print Name: Geraldine Burton

TROUT CREEK PROPERTIES LLC, a Delaware limited liability company

By: *Stuart B. Aronoff*

Print Name: STUART B. ARONOFF

Its: PRESIDENT

Janet L. Dalpe

Print Name: JANET L. DALPE

Address: 100 BUSH ST. SUITE 1250
SAN FRANCISCO, CA 94104

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO.

The foregoing instrument was acknowledged before me this 20th day of April, 1999, by STUART B. ARONOFF as vice PRESIDENT of Trout Creek Properties LLC, a Delaware limited liability company, who is personally known to me ~~or~~ who has produced _____ as identification.

(Notary Seal)

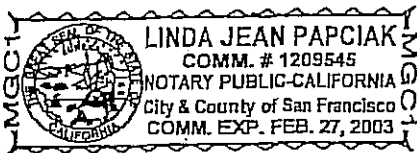
Linda Jean Papciak

Notary Public, State of ~~Florida~~ ^{CALIFORNIA} at Large

Print Name: LINDA JEAN PAPCIAK

My Commission Expires: FEBRUARY 27, 2003

Commission Number: 1209545



Signed, sealed, and delivered
in the presence of:

LENNAR HOMES, INC.
a FLORIDA corporation

Mary Elaine Forester

Print Name: M. Elaine Forester

By: Larry W. Peebles

Print Name: LARRY W. PEEBLES

Its: DIVISION PRESIDENT

Marilyn G. Garcia

Print Name: MARILYN G. GARCIA

Address: 4902 EISENHOWER BLVD

SUITE 100

TAMPA, FL 33634

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by Larry Peebles as Division President of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.

Kimberly Manna

Notary Public, State of Florida at Large

Print Name: _____

My Commission Expires: _____

Commission Number: _____

(Notary Seal)



KIMBERLY MANNA
COMMISSION # CC 672623
EXPIRES AUG 19, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

EXHIBIT "A" -

OR BK 4137 PG 560

29 of 31

Meadow Pointe Parcel 15, Unit 1, as per map or plat thereof,
recorded in Plat Book 37, Pages 8 through 12, of the Public Records
of Pasco County, Florida.

EXHIBIT "B"

Articles of Incorporation of Lettingwell Homeowner's Association, Inc.

EXHIBIT "C"

By-laws of Lettingwell Homeowner's Association, Inc.

LETTINGWELL VILLAS
FENCE CONSTRUCTION GUIDELINES

Fences are allowed in rear yards only (that is from the rear corners of the dwelling unit to the side property lines and then extending to the rear property lines and across the rear lot line). On lots backing up to water or conservation areas, fences may not exceed 4 feet in height in the rear 10 feet of any lot (see Illustration "A"). A step-down from 6 feet to 4 feet is required at this point as opposed to a gradual angle. Fences within rear yards of all interior lots may continue a 6 foot height throughout. Fences may consist of either of 2 designs:

- Picket style – pickets may be constructed of wrought-iron, aluminum or PVC (white or black)
- Shadow box – Shadow-box style privacy fences may be constructed of Brazilian Pine Ultrawood Products slats, pressure treated 4" X 4" posts and 1" X 4" full cut treated pine stringers.

No chain link fencing is permitted. Designs (including layouts) must be submitted to the Architectural Control Committee for approval. Plan must be submitted no less than 2 weeks prior to any scheduled construction.

REAR PROPERTY NE

4' MAX. HIGH FENCE

6' HIGH FENCE

6' HIGH FENCE

20" REAR YARD SETBACK

DWELLING UNIT

5' SIDE YARD SETBACK

SIDE PROPERTY LINE

15' FRONT YARD SETBACK

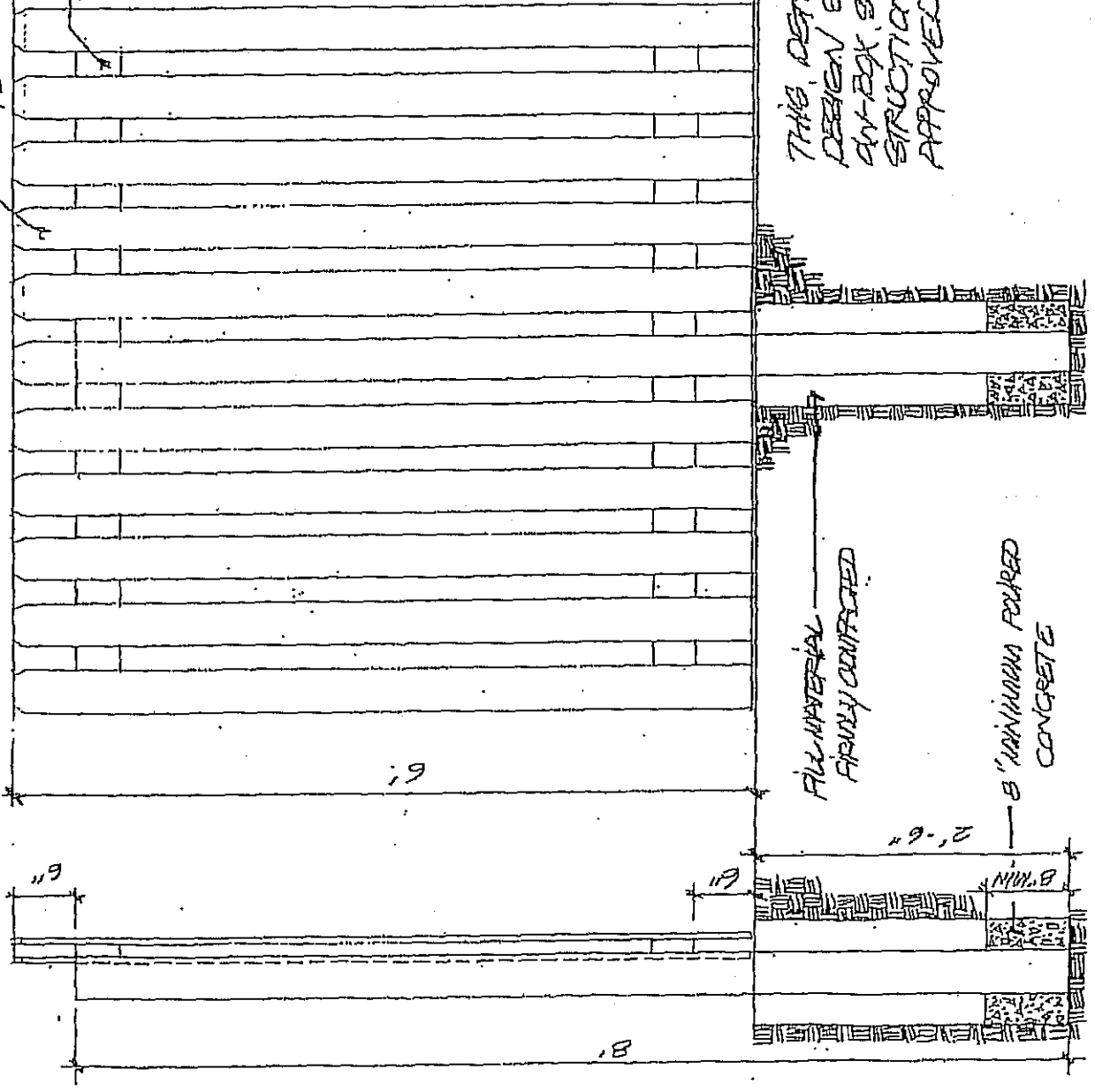
STREET R.O.W.

4" x 4" x 3' GRADE MARK #1 FOOT (B.O.C.)

1/2" x 1/4" BRACING
P.T. FINE

5/8" x 4" x 6' BRAZILIAN PINE (ULTRA WOOD) SLATS

1" x 4" FULL CUT TREATED PINE STRAINERS (TOP & BOTTOM)



THIS DETAIL PROVIDES MATERIAL & DESIGN STANDARDS FOR ALL SHAD-OW-BOX, STAKE, PRIVACY FENCE CON-STRUCTION UNLESS OTHERWISE APPROVED BY THE HOA.

ALL MATERIAL
FIRMLY CONNECTED

8" MINIMUM REINFORCED
CONCRETE

ARTICLES OF INCORPORATION
OF
LETTINGWELL HOMEOWNER'S ASSOCIATION, INC.

99 NOV - 2 AM 11:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

The undersigned subscribers, all of whom are above the age of eighteen (18) years and competent to contract, have this day voluntarily associated themselves together for the purpose of forming a Corporation not for profit under the provisions of Chapter 617, Florida Statutes, and do hereby agree and certify as follows:

ARTICLE I

NAME

The name of this Corporation shall be LETTINGWELL HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 15346 North Florida Avenue, Suite 200, Tampa, Florida 33613.

ARTICLE III

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at the offices of Akerman, Senterfitt & Eidson, P. A., 100 South Ashley Drive, Suite 1500, Tampa, Florida 33602, and the initial registered agent of the Association shall be Mark K. Straley. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Property within that certain tract of property described as:

Meadow Pointe, Parcel 15, Unit 1, as recorded in Plat Book 37, Pages 8 through 12, Public Records of Pasco County, Florida.

The Association is being formed to promote the health, safety and welfare of the residents within the above-described property and any addition thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

1. Exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Easements, Covenants, Conditions and Restrictions for Lettingwell, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court in and for Pasco County, Florida 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;

2. 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;

3. 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;

4. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property;

6. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

The Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any Lot or portion of the Property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion of the Property which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

1. Class A. Class A Members shall be all Owners of improved Residential Units conveyed by the builder or developer of Residential Property. Class A Members shall be allocated one vote for each improved Residential Unit in which they hold the interest required for membership by Article III, Section 1 of the Declaration.

2. Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated a number of votes equal to three times the total number of Class A and Class B votes at any time; provided, that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- a. On the anniversary date five years from the date when the first improved lot is conveyed to an individual unit owner.
- b. Upon voluntary conversion to Class A membership by Declarant.
- c. When ninety percent (90%) of the maximum number of improved Lots allowed for the Property (as amended and supplemented from time to time) have been conveyed to Unit Owners other than the Declarant and its assigns.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors, selected in accordance with the By-Laws and Declaration of Easements, Covenants, Conditions and Restrictions for Lettingwell. The number of directors may be either increased or diminished from time to time as provided in the By-Laws. The name and street address of the initial directors of this Association are:

Donald A. Buck
Devco II Corporation
15346 North Florida Avenue, Suite 200
Tampa, Florida 33613

J. Robert Sierra, Jr.
Devco II Corporation
15346 North Florida Avenue, Suite 200
Tampa, Florida 33613

Thomas H. Gray
Devco II Corporation
15346 North Florida Avenue, Suite 200
Tampa, Florida 33613

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3) of each class of Members, or as otherwise provided by law. 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. If acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE IX

AMENDMENT

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto. Amendments shall require the assent of a majority of each class of Members.

ARTICLE XI

INCORPORATORS

The name and street address of the persons signing these Articles as Incorporators are:

Donald A. Buck
Devco II Corporation
15346 North Florida Avenue, Suite 200
Tampa, Florida 33613

J. Robert Sierra, Jr.
Devco II Corporation
15346 North Florida Avenue, Suite 200
Tampa, Florida 33613

Thomas H. Gray
Devco II Corporation
15346 North Florida Avenue, Suite 200
Tampa, Florida 33613

ARTICLE XII

BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board.

ARTICLE XIII

INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE XIV

DEFINITIONS

Capitalized terms contained herein shall have the definitions and meaning set forth in the Declaration of Easements, Covenants, Conditions and Restrictions for Lettingwell.

IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 4th day of October, 1999.



DONALD A. BUCK, Incorporator



J. ROBERT SIERRA, JR., Incorporator



THOMAS H. GRAY, Incorporator

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of October, 1999 by Donald A. Buck. He is personally known to me or _____ has produced _____ as identification (check one).

Pamela J. Braun
Signature of Notary Public - State of Florida

Print, type or stamp commission name of Notary Public: PAMELA J. BRAUN
MY COMMISSION # CC 825547
EXPIRES: June 7, 2003

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of October, 1999 by J. Robert Sierra, Jr. He is personally known to me or _____ has produced _____ as identification (check one).

Pamela J. Braun
Signature of Notary Public - State of Florida

Print, type or stamp commission name of Notary Public: PAMELA J. BRAUN
MY COMMISSION # CC 825547
EXPIRES: June 7, 2003

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of October, 1999 by Thomas H. Gray. He is personally known to me or _____ has produced _____ as identification (check one).

Leslie J. Wells
Signature of Notary Public - State of Florida

Print, type or stamp commissioned name of Notary Public: LESLIE J. WELLS
Notary Public, State of Florida
My comm. expires July 13, 2001
Comm. No: CC 003211

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN FLORIDA
AND REGISTERED AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

LETTINGWELL HOMEOWNER'S ASSOCIATION, INC. desiring to organize as a corporation under the laws of the State of Florida with its registered office and principal place of business at 100 South Ashley Drive, Suite 1500, Tampa, Florida 33602, has named and designated Mark K. Straley as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

HAVING BEEN NAMED to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated this 27th day of October, 1999



MARK K. STRALEY

FILED
99 NOV -2 AM 11:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

November 3, 1999

CCRS
103 N. MERIDIAN ST., LOWER LEVEL
TALLAHASSEE, FL 32301

The Articles of Incorporation for LETTINGWELL HOMEOWNER'S ASSOCIATION, INC. were filed on November 2, 1999 and assigned document number N99000006509. 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.

Tracy Smith, Document Specialist
New Filing Section

Letter Number: 999A00053094

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LETTINGWELL HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, filed on November 2, 1999, as shown by the records of this office.

The document number of this corporation is N99000006509.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of November, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

LETTINGWELL VILLAS
FENCE CONSTRUCTION GUIDELINES

Fences are allowed in rear yards only (that is from the rear corners of the dwelling unit to the side property lines and then extending to the rear property lines and across the rear lot line). On lots backing up to water or conservation areas, fences may not exceed 4 feet in height in the rear 10 feet of any lot (see Illustration "A"). A step-down from 6 feet to 4 feet is required at this point as opposed to a gradual angle. Fences within rear yards of all interior lots may continue a 6 foot height throughout. Fences may consist of either of 2 designs:

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No chain link fencing is permitted. Designs (including layouts) must be submitted to the Architectural Control Committee for approval. Plan must be submitted no less than 2 weeks prior to any scheduled construction.

REAR PROPERTY NE

4' MAX. HIGH FENCE

6' HIGH FENCE

6' HIGH FENCE

20' REAR YARD SETBACK

DWELLING UNIT

5' SIDE YARD SETBACK

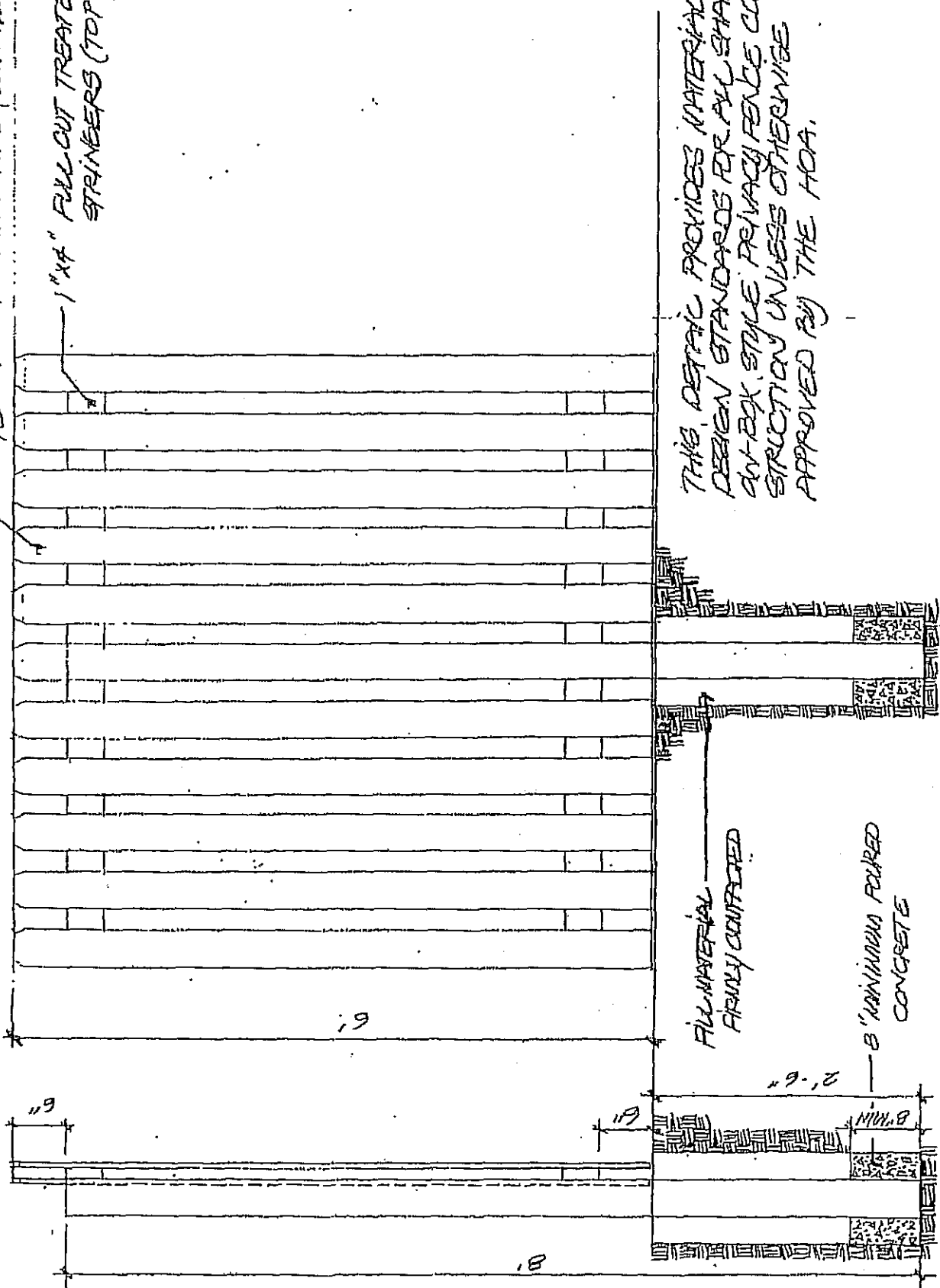
SIDE PROPERTY LINE

15' FRONT YARD SETBACK

STREET R.O.W.

1 2 1/4" BRACING
4" x 4" x 8' GRADE MARK #1 POST (B.O.C.)
PIT PINE

5/8" x 4" x 6' BRAZILIAN PINE (ULTRAVIOLET) SLATS
1" x 4" FULL-CUT TREATED PINE STRAINERS (TOP & BOTTOM)



THIS DETAIL PROVIDES MATERIAL & DESIGN STANDARDS FOR ALL SHAD-
OW-BLOCK STYLE PRIVACY FENCE CON-
STRUCTION UNLESS OTHERWISE
APPROVED BY THE HOA.

FILL MATERIAL
FINELY COMPACTED

8" MINIMUM FLOORED
CONCRETE

Prepared by & return
Trout Creek Dev.P.O.
1772, Tampa, FL 33688



BY-LAWS

OF

LETTINGWELL HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, DEFINITIONS

Section 1.1 Name. The name of the Association shall be Lettingwell Homeowner's Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 1.2 Principal Office. The principal office of the Association shall be located at 15346 North Florida Avenue, Suite 200, Tampa, Florida 33613. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require.

Section 1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Easements, Covenants, Conditions and Restrictions for Lettingwell (the "Declaration"), unless the context indicates otherwise.

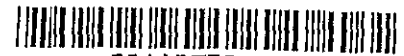
ARTICLE II

MEMBERSHIP AND MEETINGS

Section 2.1 Membership. The Association shall have two classes of membership, as set forth in the Articles, the terms of which (pertaining to membership) are incorporated by this reference.

Section 2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

Section 2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Members. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.



99149536

Rcpt: 373834 Rec: 55.50
DS: 0.00 IT: 0.00
11/29/99 Dpty Cle:

JED PITTMAN, PASCO COUNTY CL
11/29/99 11:09am 1 of 12
OR BK 4267 PG 191

120

Section 2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by the Members representing at least thirty-five percent (35%) of the total votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided the signature clearly acknowledges the substantive content or purpose of the petition.

Section 2.5 Notice of Meetings. Written or printed notice stating the place, date and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member then entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting by or at the direction of the President, Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address appearing on the records of the Association, with postage prepaid.

Section 2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection is raised on the basis of lack of proper notice before the business is put to a vote.

Section 2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 2.8 Voting. The voting rights of the Members shall be as set forth in the Articles.

Section 2.9 Proxies. On any matter as to which a Member is entitled to personally cast the vote for his/her Residential Unit(s), such vote may be cast in person or by proxy, subject to the limitations of Florida law relating to use of general proxies and subject to any specific provision to the contrary in the Articles or these By-Laws. No proxy shall be valid unless signed by the Member of the Residential Unit(s) for which it is given, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon termination of membership or conveyance of the Residential Unit(s) for which it was given.

Section 2.10 Majority. As used in these By-Laws, the term "majority" shall mean those votes of Members, totaling more than fifty percent (50%) of the total eligible number.

Section 2.11 Quorum. The presence of fifty percent (50%) of the total Members shall constitute a quorum at all meetings of the Association.

Section 2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolution adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed a majority of the Members. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of a Member at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice (delivered by hand or regular U.S. mail) to all Members who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IIIBOARD OF DIRECTORSSection A. Composition and Selection.

Section 3.1 Governing Body Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees or others; provided, however, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegate. The directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time, and that the initial directors named in the Articles (the "Initial Directors") shall be exempt from this requirement. In the case of a Member who is not a natural person, any person appointed by or an officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. No Neighborhood shall have more than two (2) representatives on the Board of Directors at any time.

Section 3.2 Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than seven (7). The initial Board shall consist of three (3) directors as identified in the Articles. The Board shall have authority, from time to time to increase or decrease the number of directors (within the limits stated herein), but in no event and under no circumstances shall the Board contain an even number of directors.

Section 3.3 Nomination and Election Procedures.

(a) Nomination and Declaration of Candidacy. Prior to each election of directors, the Board shall prescribe the opening day and the closing date of a reasonable filing period in which each eligible person who has a bona fide interest in serving as a director may file as a candidate. The Board shall also establish such other rules and regulations it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nothing contained in this Section 3.3 shall be construed as limiting the right of a Member to nominate himself as a candidate for the Board at a meeting where the election is to be held.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. All elections shall be held by mail. The Secretary shall cause notice of the elections to be mailed or delivered to each Member at least ten (10) days prior to the closing date established by the Board for filing of ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be the "election date."

Each Member may cast the vote for each position to be filled from the slate of candidates on which such member is entitled to vote. There shall be no cumulative voting.

On the election date, the Board or its designee shall open and count the ballots. The number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

Section 3.4 Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) The term of the Initial Directors shall expire on the election date coinciding with the annual meeting of the Association in the year 2000. All other directors shall serve for a term of two years.

(b) If for any reason a director is no longer a Member, as defined in the Articles, said director shall immediately resign and a successor director shall be elected in accordance with Section 3.5 of these Bylaws.

Section 3.5 Removal of Directors and Vacancies. Any director may be removed, with or without cause, by the vote of a majority of the Members. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A separate vote shall be held for each director whose removal is sought. Upon removal of a director, a successor shall be appointed by the Board to fill the vacancy for the remainder of the term.

Any director who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting

at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy for the remainder of the term. The Board shall make reasonable efforts to appoint successors that will balance representation throughout the Association, and in the case of CDD Representative Directors, shall appoint a replacement consistent with the intent of Section 3.4.

Section B. Meetings.

Section 3.6 Organization Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

Section 3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least four (4) such meetings shall be held during each fiscal year with at least one per quarter.

Section 3.8 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors.

Section 3.9 Notices, Waiver of Notice.

(a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. Notice of all regular and special meetings shall be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board Meeting shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. If the Association has more than one hundred (100) Members, as an alternative to posting or mailing of notice of Board Meetings to Members as provided herein, notice may be provided by providing each Member with an annual schedule of regular Board Meetings at the beginning of the year.

(b) Notice of meetings of the Board shall be given to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before

the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

(c) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) An assessment may not be levied at a Board Meeting unless notice of the meeting includes a statement that assessments will be considered and the nature of the assessment to be considered.

Section 3.10 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 3.11 Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.12 Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director, and any contract in existence prior to the date of the first meeting of the Board.

Section 3.13 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

Section 3.14 Open Meetings. Subject to the provisions of Section 3.15, all meetings of the Board shall be open to all Members and, if required by law, all owners of the Property identified in the Articles. Attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors to discuss matters of a sensitive nature.

Section 3.15 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

Section C. Powers and Duties.

Section 3.16 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws, or Florida law do not direct be done and exercised exclusively by the Members or the membership generally.

Section 3.17 Duties. The duties of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets and establishing an annual membership fee for Members of the Association;
- (b) assessing and collecting assessments from the Members;
- (c) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided any reserve fund may be deposited in the directors' best business judgment in depositories other than banks.
- (d) making and amending rules and regulations;
- (e) opening of bank accounts on behalf of the Association and designating the signatories required;

(f) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against property owners subject to the Declaration; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action;

(g) obtaining and carrying insurance, and providing for payment of all premiums, and filing and adjusting claims, as appropriate;

(h) paying the cost of all services rendered to the Association or its Members;

(I) keeping books with detailed accounts of the receipts and expenditures of the Association;

(j) making available to any Member current copies of the Declarations, the Articles, the By-Laws, rules and all other books, records, and financial statements of the Association;

(k) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association, to the extent such indemnity is required by Florida law, the Articles or these By-Laws;

Section 3.18 Accounts and Reports. An annual report shall be made available to all Members within one hundred twenty (120) days after the close of each calendar year. The report shall show the income and expenses for the prior year, and include a copy of the adopted budget for the year in progress.

Section 3.19 Right to Contract. The Association shall have the right to contract for the performance of various duties and functions, including, without limitation, management, bookkeeping and legal services.

Section 3.20 Enforcement. Violation of the Declarations by any property owner subject thereto shall be grounds for the Association to take enforcement action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association may also suspend the voting rights of a Member, but only when said Member fails to pay Association membership fees or assessments, or other charges when due. The Board shall develop a procedure for addressing violations of the Declarations, and for notifying the property owner in violation.

ARTICLE IVOFFICERS

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Officers may, but need not, be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Association.

Section 4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members. The initial officers shall be elected at the Board's organizational meeting. Officers shall serve until a successor is elected, or until the officer ceases to be a Member of the Association.

Section 4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

Section 4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

Section 4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

ARTICLE V

MISCELLANEOUS

Section 5.1 Committees. The Board may appoint such committees as it deems appropriate to perform such tasks and functions as the Board decides. Committee members serve at the Board's discretion. Any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.

Section 5.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 5.3 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

Section 5.4 Conflicts. If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles and the By-Laws (in that order) shall prevail.

Section 5.5 Books and Records. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

Section 5.6 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by Residential Unit(s)ed States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the Residential Unit(s) of such Member, or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

Section 5.7 Amendment.

(a) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of Members.

(b) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon adoption unless a later effective date is specified therein. In no event shall a change of conditions or circumstances alone operate to amend any provisions of these By-Laws.

CERTIFICATION

I, the undersigned do hereby certify:

That I am the duly elected and acting Secretary of Lettingwell Homeowner's Association, Inc., a Florida corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the _____ day of _____, 1999.

IN WITNESS WHEREOF, I have hereunto-subscribed my name and affixed the seal of said Association this _____ day of _____, 1999.

[Signature]
Witness

[Signature]
Witness

[Signature] (SEAL)
Secretary Donald A. Buck

State of Florida
Hillsborough County

The foregoing instrument was acknowledged before me this 23 day of November 1999, by Donald A. Buck, on behalf of Lettingwell Homeowner's Association, Inc.

He is personally known to me, who: _____ did take an oath
 did not take an oath.

Commission Number: CC663211

[Signature]
Signature of person taking acknowledgement.

Leslie J. Wells
Printed name of Acknowledger, Notary Public,
State of Florida at Large.

