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DEPUTY CLERK: TJORDAN Pat Frank, Clerk
of the Circuit Court Hillsborough County

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SOUTHFORK LAKES

THIS DECLARATION, made on this 15th day of September 2016, by Carlton Development, LLC, a Florida limited liability company, whose address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Hillsborough County, Florida (the Property), more particularly described as SouthFork Lakes, as shown on the attached Exhibit "A," incorporated herein by reference.

WHEREAS, Declarant intends to develop the Property into a community of single family residences; and

WHEREAS, Declarant desires to impose a limited common plan of development and enjoyment upon the Property to protect its value and desirability;

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

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Section 1. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 2. "Assessment" means the amount of money assessed against an Owner for

the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 3. "Association" means SouthFork Lakes Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statues, its successors and assigns.

Section 4. "Board" means the Association's Board of Directors.

Section 5. "Common Area" means all property whether unimproved, or any interest therein, which from time to time is owned by the Association or District for the common use and enjoyment of all Owners. The Common Area shown on the plat shall primarily be owned and maintained by the District.

Section 6. "Declarant" means Carlton Development, LLC, a Florida limited liability company, whose address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, its successors and assigns, if such successors and assigns are designated in writing as the successors and assigns of Declarant's rights hereunder. Unless specifically assumed, an assignee Declarant shall not be liable for acts or omissions made by or on behalf of an assignor Declarant prior to the date of assignment.

Section 7. "District" means Carlton Lakes Community Development District, a special purpose unit of local government with jurisdiction over the subdivision.

Section 8. "Documentation" means the legal documentation for SouthFork Lakes consisting of this Declaration and the Articles of Incorporation and By-Laws of the SouthFork Lakes Homeowners Association, Inc. attached hereto as Exhibits "B" and "C" and any amendments to any of the foregoing now or hereafter made.

Section 9. "Dwelling" shall mean a residential dwelling constructed or existing upon a Lot.

Section 10. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 11. "Lot" means any platted parcel of land shown on a recorded subdivision map or replat of any part of the Properties, as recorded in the Public Records of Hillsborough County with the exception of the Common Area.

Section 12. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, signage, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which

will, as a minimum, include the mowing of all grass on a Lot.

Section 13. "Member" means every person or entity who holds membership in the Association.

Section 14. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation.

Section 15. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 16. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 17. "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 only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 18. "Person" means any natural person or artificial entity having legal capacity.

Section 19. "Property" of "Properties" means the lands described as SouthFork Lakes herein, including Lots and Common Areas.

Section 20. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section 21. "Subdivision Map or Plat" means each final official plat as recorded and shall include the subdivided real property therein described.

Section 22. "Surface Water Management System Facilities" means: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

ARTICLE II

PROPERTY RIGHTS

Section 1. "Easements of Enjoyment" Each Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The District's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's right as further defined and controlled by Florida Statute 720.305: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; (ii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days: and (iii) to suspend the voting rights of a member for the nonpayment of a monetary obligation that are delinquent in excess of 90 days.

(c) Dedication. The Association's right to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area shall be subject to the lot owner's easement.

(d) Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Easements and Maintenance Responsibilities. Declarant dedicates that portion of the Properties described on the recorded plat and made a part hereof for use and maintenance of public utility, right-of-way, and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage structures or which may impede the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. General Restrictions. Except with the Association's prior written consent

or in accordance with the Declarant's retained rights hereunder or Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Declarant as part of the construction of the subdivision improvements or for homes under construction, with approval by the Declarant.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors.

(c) Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

Section 6. Walls and Landscaping. Any walls, signs, lighting and attendant landscaping constructed by the Declarant as part of the subdivision improvements or otherwise, shall be kept and maintained by the District in condition and appearance as constructed as long as the Declarant continues to own a Lot, unless the Declarant otherwise consents.

Section 7. Surface Water Management System Facilities. All Surface Water Management System Facilities shall be located on land owned by the District or Association, or subject to an easement in favor of the District or Association. The District shall maintain the Surface Water Management System Facilities in the same condition as when constructed.

Section 8. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot except as provided in Section 3 above. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder.

Section 9. Rules and Regulations. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties 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 rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose.

Section 10. Maintenance of Common Areas. The District shall repair, replace and

maintain the lawns, shrubs, landscaping, walks, fencing, driveways, and other exterior improvements and attachments from time to time situated on the common area.

Section 11. Responsibilities of the Association and Release of Liability.

(a) Upon conveyance, the District shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The District is responsible for operation and maintenance of the surface water management system facilities. Operation and Maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

(b) Any drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements shall be maintained by the District in the same condition and appearance as constructed or created. The District may establish reserves for the replacement of the subdivision improvements as required by law.

(c) By acceptance of a deed to a Lot within the Property, Owner agrees that the Association, District and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owner's safety and security of their property. Owner further agrees that the Declarant, District and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas.

ARTICLE III

OPERATION, MAINTENANCE AND MONITORING OF SURFACE WATER MANAGEMENT SYSTEM FACILITIES

Section 1. Drainage. The Surface Water Management System Facilities shall maintained by the District as part of the common elements, and shall comply with conditions of the permits from the Southwest Florida Water Management District (SWFWMD) for the surface water management system. The District, shall, when requested by Declarant, accept transfer of any SWFWMD permit for the Property. The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

Section 2. Control of Water Management Systems. The District agrees to operate and maintain the system, including mitigation areas, and shall maintain sufficient ownership so that it has control over all water management facilities authorized and shall allocate sufficient funds in the budget for monitoring and maintenance of the wetland mitigation areas each year until SWFWMD determines that the area is successful in accordance with the Environmental Resource Permit.

Section 3. Allowance for Inspection. The District, specifically agrees to allow authorized SWFWMD personnel, upon presentation of credentials or other documents as may be

required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with this permit and SWFWMD regulations, such as:

(a) having access to and copying any records that must be kept under the conditions of the permit;

(b) inspecting the facility, equipment, practices, or operations regulated or required under the permit;

(c) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SWFWMD rules; and

(d) gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

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

Section 5. The Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.

Section 6. No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

Section 7. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from SWFWMD.

ARTICLE IV

THE ASSOCIATION

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 it is transferred automatically by conveyance

of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. Voting.

Class A. Class A members shall be all Owners of single-family Lots, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned.

Class B. The Class B members shall be the Declarant and shall be entitled to twenty (20) votes for each lot owned. The Class B membership shall cease and be converted to Class A, membership on the happening of the following events, whichever occurs earlier:

(a) Three months after 90 percent of the parcels in all phases of the community that will ultimately be operated by the homeowners' association have been conveyed to members other than Declarant, or any builder, contractor, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.; or

(b) on the anniversary date ten years from the date when the first Lot is conveyed to an individual purchaser; or

(c) on a date when Declarant shall record a notice terminating its Class B membership status.

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

Section 3. Common Area. Subject to the rights and duties of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Declarant on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area.

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot; and, as more particularly provided in Article II, Section 10 hereinabove, each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition and in compliance with the terms of this Declaration. If:

(a) any Owner refuses or fails to make any repairs, maintenance, or replacements required above or fails to comply with any specific requirement of this Declaration; or fails to comply with the terms of Article VI hereof, and

(b) as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties, solely in the judgment of the Board of Directors; and

(c) At least a majority of the members of the Board present and voting find that the owner was provided reasonable notice of the failure of repair, maintenance, noncompliance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition, or bring the Lot into compliance with this Declaration, and assess all costs so incurred against such Owner's Lot as Specific Assessments as provided below.

Section 5. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

Section 6. Rules and Regulations. As provided in the Bylaws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 7. Capital Improvements. Except for replacement or repair of items installed by Declarant, if any, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of a majority of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article IV, Section 2, above.

Section 8. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of SouthFork Lakes Homeowners Association, Inc., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Declarant intends that the provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, 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 or Amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

Section 9. Termination of Association. The Association shall exist in perpetuity. If the Association is dissolved, the assets, including the Surface Water Management System Facilities, shall be transferred to a governmental or non-profit entity in compliance with the rules of the Southwest Florida Water Management District. If the Association ceases to exist and such transfer is not made, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the

requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self executing, and the Association may also take any action desired to carry out its purposes.

ARTICLE V

ASSESSMENTS

Section 1. Assessments Established. For each Lot, Declarant covenants, and each Owner of a Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

(a) An annual assessment, as provided in Section 2 of this Article; and

(b) Special assessments, as provided in Section 3 of this Article; and

(c) Specific assessments; as provided in Section 4 of this Article; and

(d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and

(e) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the Lot and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment became due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

Any Lots owned by Declarant shall not be subject to assessments, provided, however, that Declarant shall pay an amount equal to any deficit in funding of the Association, and provided further that Declarant shall not pay an amount more than one hundred percent of the corresponding assessment for Lots owned by other Owners.

Any Lot which does not contain a completed residence which has a certificate of occupancy from Hillsborough County, and which is not owned by Declarant, shall pay an Annual and Special Assessment of Fifty Percent (50%) of the corresponding assessment charged for Lots with a completed residence.

Section 2. Annual Assessment. The annual assessment shall be due on January 1 of each year. The annual assessment shall be used exclusively to promote the recreation, health,

safety and welfare of the Owners and Occupants, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area required to be maintained by the Association, including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of labor, equipment, materials, management and, supervision of the Common Area required to be maintained by the Association; and (iii) all other general activities and expenses of the Association.

Section 3. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

(a) Upon the first sale of each Lot after a Certificate of Occupancy has been issued for a single family residence thereon, a special assessment for a working capital fund, equal to up to twelve (12) months' estimated regular assessment may be assessed, which shall be due and payable upon conveyance of each such Lot to a third party. The aggregate working capital fund established by such special assessment shall be available for all necessary expenditures of the Association. Unless modified by the Association Board of Directors, the special assessment for working capital shall be Five Hundred Dollars ($500) per Lot. This special assessment shall be due only from the Lot Owner, and shall not be due from or reimbursed by any mortgagee.

(b) In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand. The Association shall also impose as Specific Assessments any fine imposed by the Association for violation of this Declaration or the rules and regulations adopted pursuant hereto, as provided by law.

Section 5. Amount. At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal yearEach annual assessment may be payable in such

number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article shall commence as to all Lots on the first day of the first month following Declarant's first conveyance of title to any Lot and shall be prorated on the basis of the number of months then remaining in the Association's fiscal year.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. All lienors acquiring liens on any Lot after this Declaration is recorded, except first mortgage holders, are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessment that became due before the mortgagee's acquisition of title, shall be the lesser of:

(a) The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

(b) One percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the association as a defendant in the mortgagee foreclosure action.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

(a) Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish,and be subject to a late charge as determined by the Board of Directors, , however, provided that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. The Board may collect delinquent assessments from tenants of the Owner.

(b) Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

(c) The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. Before foreclosing a lien against the Property, the Board shall providing written notice to the delinquent owner. Such notice shall:

(i) Provide the owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.

(ii) Be sent by registered or certified mail, return receipt requested, and by first-class United States Mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

(d) The Board may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. Such action may not be brought until 45 days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount.

(i) The Board may recover any reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.

(ii) The Board may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel.

(iii) In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed.

(iv) Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure.

(v) If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

(e) The Board and the Association shall comply with the provisions of §720.3085, Florida Statutes.

Section 9. Association Remedies. Any assessment not paid within thirty (30) days

after its due date shall be subject to late fee set by Association and be deemed delinquent and shall bear interest from its initial due date at the maximum rate of interest allowed by law. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot, or both. 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. No Owner may waive or escape liability for the Association's assessments by non use of the Common Area or by abandonment of such Owner's Lot.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association are exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Association's lien.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any first mortgage. Any lienholder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. Homestead. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. Creation and Composition. The "Architectural Committee" shall mean, as follows: Until all the Lots in SouthFork Lakes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in SouthFork Lakes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in SouthFork Lakes to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

Section 2. Design Standards. The Architectural Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

(a) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration;

(b) governing the procedure for such submission of plans and specifications;

(c) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Committee pursuant to this Declaration.

(d) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Generally, exterior modifications to the structures constructed originally are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of SouthFork Lakes, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Committee fails to approve or disapprove such design, location or activity within thirty (30) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Committee.

Upon approval by the Architectural Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Declarant, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, , or any member of the Architectural Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in Section 4 below, any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Certification by Architectural Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Committee, if such is the case.

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Committee such violation shall have occurred, the Architectural Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions

of the Board are final.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Signs. No sign of any kind, other than subdivision entry signs, will be displayed to public view within the Property except (i) customary name and address signs on each Lot, (ii) one (1) Lot sign of not more than six (6) square feet in size, placed in the front yard only, advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation, beware of dog or such similar signs affixed to the front of a Dwelling, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color and content. No sign shall be lighted. No advertising or third-party signs shall be permitted except as provided in (ii) above. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant, or their designee to advertise the Property during the promotion and construction of Dwellings and sale of Lots.

Section 2. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant, or their designee in construction, maintenance or sale of Dwellings.

Section 3. Use of Lots. Each Lot may be improved and used for residential purposes only and only one residence, approved in accordance with Article V, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant, and its transferees in developing the Property or a home occupation as approved by Hillsborough County.

Section 4. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than four (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed without approval of the Architectural Committee. No fenced dog runs are permitted.

Section 5. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than

twenty-four (24) hours prior to the scheduled pickup.

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. No permanent basketball hoops shall be installed on any Lot. No above-ground swimming pools or antennas are permitted on any Lot.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural Committee. The structure shall not be visible from the street.

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area.

Notwithstanding the foregoing, watercraft and trailers may be stored in a completely enclosed garage on any Lot.

Section 8. Dwellings. Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling shall be 1,500 square feet of air conditioned living space. No trailer, manufactured home, manufactured building, mobile home, or shack, shall be constructed, placed or parked on any Lot at any time, except for a construction shack, security

trailer, temporary structure or temporary toilet during construction of a Dwelling by Declarant, or their transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural Committee. Each dwelling shall have a driveway of masonry construction (including but not limited to concrete, pavers or brick), extending from the garage to the street, and a sidewalk connected to the sidewalk of the adjoining Lots. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, unless approved by the Architectural Committee.

Section 9. Access By Association. The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, 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 peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any Dwelling 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 upon a Lot 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. Fences.

(a) No fences shall be erected or maintained on any Lot which shall be in excess of six feet (6') in height.

(b) No hedges or shrubbery shall exceed a height of eight feet (8').

(c) The Architectural Committee may adopt and promulgate additional standards for fences. All fences shall comply with County regulations and shall be subject to review by the Architectural Committee for compliance with such adopted standards and the provisions of this Declaration, as well as general aesthetic and site-specific requirements. No fence may be erected or maintained within ten feet of the front façade of the house, except fences along the perimeter of the subdivision.

(d) Each Owner shall keep the fence maintained so as to keep such fence of a uniform appearance throughout the Property.

(e) A fence located along a retention pond, conservation area, preservation area, natural area, or located along a drainage easement adjacent to a retention pond, may be constructed if in accordance with the adopted standards of the Architectural Committee, shall be subject to review by the Architectural Committee..

Section 11. Replacement. In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements

and re-sod and landscape the Lot in a sightly manner.

Section 12. Mailboxes. The Architectural Committee may approve a standard mailbox design for use throughout the Property, if individual mailboxes are permitted. No mailboxes shall be installed which do not meet the adopted standard, if any, or are approved by the Architectural Committee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees.

The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

The Association may impose fines against any member, tenant, guest, or invitee, for violation of the provisions of this Declaration or the standards of the Architectural Committee in accordance with State law, not to exceed $100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $1000 in the aggregate. Such fines may be imposed only after a hearing before a committee of three members appointed by the Board who are not related to officers, directors, or employees of the Association, with 14 days notice to the person sought to be fined.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article IV, Section 2, of 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 in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least ten percent (10%) of the votes, pursuant to Article IV, Section 2, outstanding constitutes a quorum.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be

assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 4. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuate Declarant's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 5. Annexation. Within ten years of the date of execution of this Declaration, Declarant may add contiguous lands to the Property, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article III the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration. Within ten (10) years of the date of execution of this Declaration, Declarant may remove any lands from the Property by the filing of a supplemental declaration declaring the same, if such lands have not been made part of any residential plat or subdivision or otherwise developed for residential purposes.

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by officers of the Association, and approved by Members entitled to cast not less than two thirds (2/3) of the votes of members pursuant to Article IV, Section 2 hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant, , or any first mortgagee without the specific written approval of the Declarant, or first mortgagee affected thereby. Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District. During the first five years after execution hereof, or during the existence of Class B voting rights, whichever is longer, Declarant may amend this Declaration by recording an instrument stating such amendment, for the sole purpose of complying with requirements of the Federal Housing Administration, Veterans Administration, or Southwest Florida Water Management District or other governmental agency, or for any purpose consistent with law.

Section 7. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for de minimis unintentional encroachments.

Section 8. Interpretation. Unless the context expressly requires otherwise, the use of

the singular includes the plural, and vise versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed 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 Properties as a residential community by providing a common plan for their development and enjoyment.

Section 9. Integration. In the event of any conflict between the provisions of this Declaration, the Association's Articles of Incorporation, and the Association's Bylaws, the terms of this Declaration shall prevail.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date first stated above.

WITNESSES:

Alberto Vieira

Please Print Name

Lea Poulos

Please Print Name

Carlton Development, LLC, a Florida limited liability company.

By: _____
Jeffery S. Hills, its Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of September, 2016, by Jeffery S. Hills on behalf of Carlton Development, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: Kelley Cato Juneau
Serial #: FF979657
My Commission Expires: May 21, 2020

KELLEY CATO JUNEAU
MY COMMISSION # FF979657
EXPIRES: May 21, 2020

JOINDER AND CONSENT

Carlton Lakes Community Development District, a special purpose unit of local government in Florida, whose geographical boundaries include the Property, hereby joins in and consents to this Declaration.

WITNESSES:

Alberto Viera
Please Print Name

Lea Poulos
Please Print Name

Carlton Lakes Community Development District, a special purpose unit of local government in Florida, by

By: _____
Jeffery S. Hills
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of September, 2016 by Jeffery S. Hills, as Chairman of the Board of Supervisors of the Carlton Lakes Community Development District, who is personally known to me or who produced _____ as identification.

_____
Notary Public
State of Florida

Kelley Cato Juneau
(Printed, Typed or Stamped Name of Notary)

My Commission Expires: May 21, 2020
Commission Number FF979657

KELLEY CATO JUNEAU
MY COMMISSION # FF979657
EXPIRES: May 21, 2020

JOINDER AND CONSENT

Carlton South Fork Lender, LLC, a Florida limited liability company, whose address is 13490 Old Livingston Road, Naples, Fl 34109, owner and holder of a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing encumbering the Property, executed August 12, 2015, and recorded at O.R. 23484, Page 1722, of the public records of Hillsborough County, Florida, assigned by a document filed at O.R. 24280, Page 1876, of the public records of Hillsborough County, Florida, hereby joins in and consents to this Declaration, for the purpose of subordinating the lien of its mortgage to the terms of the Declaration, to the limited extent that the terms of the Declaration will survive any exercise of foreclosure rights on the Property..

WITNESSES:

Carlton South Fork Lender, LLC,
a Florida limited liability company, by
ITG Taxable Fund Management, LLC, a
Florida limited liability company,
Its manager, by

(Print name signed above)

Andrew Sanford
Please Print Name,

Its Manager

(Print name signed above)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of September, 2016 by Andrew Sanford, as Manager of ITG Taxable Fund Management, LLC, as manager of Carlton South Fork Lender, LLC., who is personally known to me or who produced _____ as identification.

ALENA DONE
MY COMMISSION # FF 240892
EXPIRES: June 16, 2019
Bonded Thru Notary Public Underwriters

Notary Public
State of Florida

Alena Done
(Printed, Typed or Stamped Name of

My Commission Expires:
Notary) 6/16/2019
Commission Number

JOINDER AND CONSENT

BSTX, LLC, a Florida limited liability company, whose address is 4030 South Piplin Road, Lakeland, Florida 33811, owner and holder of a Mortgage, Security Agreement, Assignment of Rents, and Fixture Filing encumbering a portion of the Property, executed September 11, 2014, and recorded at O.R. 22795, Page 1291, of the public records of Hillsborough County, Florida, hereby joins in and consents to this Declaration, for the purpose of subordinating the lien of its mortgage to the terms of the Declaration, to the limited extent that the terms of the Declaration will survive any exercise of foreclosure rights on the Property..

Executed and declared in

BSTX, LLC,
a Florida limited liability company, by
AG America Lending, LLC, a
Florida limited liability company,
Its manager, by

(Print name signed above)

Brian G. Philpot
Please Print Name,

Its Managing Member

(Print name signed above)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13 day of September, 2016 by Brian G. Philpot, as President of AG America Lending, as manager of BSTX, LLC., who is personally known to me or who produced _____ as identification.

JACQUELYN S. TOENES
Notary Public - State of Florida
Commission # FF 239620
My Comm. Expires Jun 10, 2019
Bonded through National Notary Assn.

Notary Public
State of Florida

My Commission Expires:

(Printed, Typed or Stamped Name of Notary)

Commission Number

JOINDER AND CONSENT

M/I Homes of Tampa, LLC, a Florida limited liability company, whose address is 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634, owner of two Lots (the "Lots") within SouthFork Lakes, deeded by Declarant on April 13, 2016, and recorded at O.R. 24014, Page 1538, of the public records of Hillsborough County, Florida, hereby joins in and consents to this Declaration, and does hereby make the Lots subject to the Declaration and all terms thereof.

Executed and declared in

M/I Homes of Tampa, LLC,
a Florida limited liability company, by

(Print name signed above)

MARK SPADA
Please Print Name,

Its VICE PRESIDENT

(Print name signed above)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of September, 2016 by Mark Spada, as Vice President of M/I Homes of Tampa, LLC, who is personally known to me or who produced _____ as identification.

Notary Public State of Florida
Betty D Valenti
My Commission FF 930795
Expires 11/16/2019

Betty D. Valenti
Notary Public
State of Florida

BETTY D. VALENTI
(Printed, Typed or Stamped Name of Notary)

My Commission Expires:
Commission Number

Exhibit "A"

CARLTON CDD

LEGAL DESCRIPTION: (BY KING ENGINEERING ASSOCIATES, INC.)

A PARCEL OF LAND BEING ALL OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 22728, PAGE 31, A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8363, PAGE 1465, AND A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2775, PAGE 639, ALL OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LYING IN SECTIONS 20 AND 21, TOWNSHIP 31 SOUTH, RANGE 20 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°58'12" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 2,674.92 FEET; THENCE SOUTH 00°11'44" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 1,341.00 FEET; THENCE SOUTH 00°08'33" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 1,277.15 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE PROPOSED NORTH RIGHT-OF-WAY LINE OF BALM ROAD (STATE ROAD S-672): (1) SOUTH 89°54'59" WEST, A DISTANCE OF 1,303.68 FEET; (2) NORTH 83°37'00" WEST, A DISTANCE OF 150.94 FEET; (3) SOUTH 89°54'59" WEST, A DISTANCE OF 1,168.82 FEET; THENCE SOUTH 00°58'59" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4, A DISTANCE OF 48.01 FEET; THENCE SOUTH 89°54'44" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BALM ROAD (STATE ROAD S-672) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NUMBER 10540-2152, A DISTANCE OF 1,375.63 FEET; THENCE NORTH 00°31'57" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, A DISTANCE OF 1,309.51 FEET; THENCE SOUTH 89°52'37" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHEAST 1/4, A DISTANCE OF 1,365.55 FEET; THENCE NORTH 00°05'15" WEST, ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1,338.94 FEET; THENCE NORTH 89°49'40" EAST, ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1,355.14 FEET; THENCE NORTH 89°49'29" EAST, CONTINUING ALONG SAID NORTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1,354.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 283.66 ACRES.