

This Document Prepared by:
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF CARRIAGE POINTE PHASE 2**

THIS DECLARATION, made on this 5th day of August 2015, by Carriage Pointe Partners, LLC, whose address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609, and CPDEV, LLC, whose address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609, hereinafter referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Hillsborough County, Florida (the Property), more particularly described as Carriage Pointe Phase 2, lying in Hillsborough County, Florida, as further described on the attached Exhibit "A," and made a part hereof.

WHEREAS, Declarants intend to develop the Property into a community of single family residences; and

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

NOW, THEREFORE, the Declarants hereby declare 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").

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 Carriage Pointe Phase 2 Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, 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 for the common use and enjoyment of all Owners. The Common Area shall initially consist of the main entry area, the drainage structures and ponds, landscape and wall easements.

Section 6. "Declarants" means Carriage Pointe Partners, LLC, whose address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609, and CPDEV, LLC, whose address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609, their successors and assigns, if such successors and assigns are designated in writing by both Declarants as the successors and assigns of Declarants' rights hereunder in a document recorded in the public records. 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. "Documentation" means the legal documentation for Carriage Pointe Phase 2 consisting of this Declaration and the Articles of Incorporation and By-Laws of the Carriage Pointe Phase 2 Homeowners Association, Inc. attached hereto as Exhibits "B" and "C" and any amendments to any of the foregoing now or hereafter made.

Section 8. "Dwelling" shall mean a residential dwelling constructed or existing upon a Lot.

Section 9. "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 10. "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 11. "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 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 14. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 15. "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 16. "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 17. "Person" means any natural person or artificial entity having legal capacity.

Section 18. "Property" of "Properties" means the lands described as Carriage Pointe Phase 2 herein, including Lots and Common Areas.

Section 19. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section 20. "Subdivision Map or Plat" means each final official plat as recorded and shall include the subdivided real property therein described.

Section 21. "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 Association'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: (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 regular annual assessments 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. Declarants dedicate that portion of the Properties described on the proposed plat 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 proposed 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 Declarants, 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 Declarants' 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 Declarants as part of the construction of the subdivision improvements or for homes under construction, with

approval by the Declarants.

(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 Declarants as part of the subdivision improvements or otherwise, shall be kept and maintained by the Association in condition and appearance as constructed as long as a 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 Association or subject to an easement in favor of the Association. The Association 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 Association must 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 of Common Area to the Association by plat or deed, the

Association 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 Association 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 private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarants as part of the subdivision improvements or The Work, shall be maintained by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements.

(c) By acceptance of a deed to a Lot within the Property, Owner agrees that the Association, and the Declarants have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that the gates, if any, will be open during the hours for which a Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarants notify the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which any gates will be open. Owner further acknowledges and agrees that said gates, if any, do not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Declarants, and the Association have no control over said gates and Owner hereby releases Declarants from all liability related to the gates. 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, because any gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarants, 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. Owner agrees that the Declarants, and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, if gates are installed, and of maintaining all other systems for Owner identification and access. Any drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarants as part of the subdivision improvements shall be maintained by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements as required by law.

Section 12. Telecommunications.

a. Right to Contract for Telecommunications Services. The Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more

Telecommunications Services for all or any part of Carriage Pointe. Prior to the turnover of Association control, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarants. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be included in the Operating Expenses and shall be included within the annual budget of the Association. To the fullest extent allowable under applicable laws, statutes, ordinances, and regulations, any Owner who desires Telecommunications Services to be provided to its Lot shall be obligated to purchase service from the Telecommunications Provider with which the Declarants or the Association has entered into a bulk service or other exclusive supply agreement for Telecommunications Services. If any agreement for Telecommunications Services entered into by the Association does not provide for bulk Telecommunications Services, or provides for non-exclusive Telecommunications Services, then the scope and cost for Telecommunications Services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner. Declarant shall have the right to receive, perpetually, all or any portion of the access fees and any other revenues derived from such Telecommunications Services within the Community as agreed, from time to time, between the Telecommunications Provider and Declarant. If and at such time as any applicable laws, statutes, ordinances, and regulations prohibit exclusive service agreements for any particular Telecommunications Service, then only the service prohibited shall be removed from the exclusivity provisions of this Section 27, and any Telecommunications Services with respect to which exclusivity has not been prohibited shall continue in full force and effect.

b. Right to Grant Exclusive Marketing Rights. Association or Declarants shall have the further right, but not the obligation, to enter into a contract or contracts with a Telecommunication Provider or Providers that grants to it or them such exclusive marketing rights for Telecommunications Services within all or any portion of the Community as may be agreed by a Declarant, in its sole discretion, including without limitation, exclusive rights to market video, internet access, telephone, home automation, and security services (collectively, the "Exclusive Marketing Rights"). Any agreement for the grant of such Exclusive Marketing Rights may also contain agreements and reservations of rights by a Declarant, its nominees, successors, assigns, affiliates, and licensees, for the following purposes:

(1) to designate and grant licenses or use rights to representatives of any Telecommunications Provider for physical areas, spaces, or structures within the Community, from which the Telecommunication Provider or Providers shall have the exclusive right to conduct marketing programs for Telecommunications Services to Owners, including spaces within or upon one or more model homes constructed on lots sold to Builders from time to time, as well as facilities within the Common Areas, such as exterior open space, kiosks, parks, or any clubhouse or community buildings, or other structures; and

(2) to promote the products and services of the Telecommunications Provider holding such Exclusive Marketing Rights through the exclusive use and display, throughout the Community, including the areas and spaces described in subsection (i) above, of all such tradenames, servicemarks, logos, advertising and promotional programs as may be a part of any marketing, advertising, or promotional campaign conducted by Declarants or the Telecommunications Provider to which Declarants have granted Exclusive Marketing Rights.

The Association, and all Builders and Owners within the Community shall comply with, and shall not hinder or disturb, any agreement for Exclusive Marketing Rights

between Declarants and any Telecommunication Provider selected by Declarants and will cooperate with Declarant and any such Telecommunication Provider in their performance of any such agreement. In the event Association defaults in performing or observing the foregoing requirements, Association will defend, indemnify and hold Declarants and Developer harmless against liability, loss, cost, damage or expense, including attorneys' fees and costs, incurred to any Telecommunications Provider to which Declarants or Developer may become liable by virtue of any such failure or default.

c. Easements. Declarants and, after the Community Completion Date, the Association ("Designated Areas") reserves to itself, its nominees, successors, assigns, affiliates, and licensees, and shall have the right to grant to each Telecommunications Provider providing Telecommunications Services to all or any portion of the Community, pursuant to an agreement between Declarant or Association and such Telecommunications Provider, for the duration of such agreement, a right, privilege, and easement on, over, across, under, and upon the portions of the Community designated by Declarants from time to time. Such privilege, right or easement shall be for the installation, construction and maintenance of Telecommunications Systems, together with a right, privilege, and easement for ingress and egress on, over, and across the Designated Areas of the Community for installing, constructing, inspecting, maintaining, altering, moving, improving, and replacing facilities and equipment constituting such systems. If and to the extent that Telecommunications Services provided by such Telecommunications System are to serve all of the Community, then the cost of the Telecommunications Services may be included in the Operating Expenses of the Association and shall be assessed as part of the Assessments.

d. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Area and/or any Dwelling to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by any Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the common Areas and/or Dwelling disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the common Areas and/or Dwelling immediately. In the event that the Association exercises such right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. Such remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by the Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the prime rate of interest published in the Wall Street Journal, (or successor publication designated by Declarants), on the date of such invoice, or (ii) the maximum rate of interest allowed by Florida law for such obligations.

e. Operating Costs. To the extent that Telecommunications Services are to be provided under a bulk service contract with the Association, then any charges therefor shall be added to the budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Lots in the Development. If a bulk service contract is entered into, then the

provision of additional premium Telecommunications Services to each Lot shall be determined by each individual Owner, and the cost of such additional premium Telecommunications Services shall be borne directly by such individual Owner. Association and each Builder and Owner acknowledges that Declarants may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services or the Exclusive Marketing Rights, if granted. Such compensation may be paid on a per-Dwelling or other basis, at the sole discretion of Declarants. All such compensation shall be the sole property of Declarants, who shall have no duty to account for or to disclose the amount of any such compensation to Association, any Builder or Owner.

f. Survival. All rights of the Declarants and any Telecommunications Provider pursuant to this Section 27 shall survive the turnover of control of the Association to the Class "A" Members and shall terminate on the date specified in any agreement between Declarants and such Telecommunications Provider, or as otherwise provided by applicable law on the date this Declaration is recorded in the Hillsborough County Official Records.

ARTICLE III

OPERATION, MAINTENANCE AND MONITORING OF SURFACE WATER MANAGEMENT SYSTEM FACILITIES

Section 1. Drainage. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the surface water management system. The Association, shall, when requested by Declarants, accept transfer of any District permit for the Property (now known as Carriage Pointe Phase 2). 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 Association 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 the District determines that the area is successful in accordance with the Environmental Resource Permit.

Section 3. Allowance for Inspection. The Association, specifically agrees to allow authorized District 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 District 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 District 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 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 the District.

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 Declarants, and shall be entitled to one vote for each Lot owned.

Class B. The Class B members shall be the Declarants 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 a 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 Declarants 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 Declarants 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 a 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 two-thirds (2/3) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VI, Section 2, below.

Section 8. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of Carriage Pointe Phase 2 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 Declarants intend 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, Declarants intend 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. If the Association ceases to exist, 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, Declarants covenant, 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 a Declarant shall not be subject to assessments, provided, however, that Declarants shall pay an amount equal to any deficit in funding of the Association, and provided further that Declarants 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 a 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.

- (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 year. If such budget requires an annual assessment of one hundred fifteen percent (115%) or less of the annual assessment for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than one hundred fifteen percent (115%) of the annual assessment then in effect, the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article IV, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members voting shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each 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 a 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 provided, however, 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.
- (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 Carriage Pointe Phase 2 have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Committee shall mean the Declarants, and shall not be a committee of the Association. At such time as all of the Lots in Carriage Pointe Phase 2 have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarants shall notify the Association and all the Owners of Lots in Carriage Pointe Phase 2 to that effect, and, thereupon, the Declarants' 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 Carriage Pointe Phase 2, (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 Declarants nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Declarants, 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 Declarants, 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 Declarants, 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. Alterations and Additions. No material alteration, addition or modification to a Lot or Dwelling, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the Architectural Committee as required by this Declaration.

Section 2. Animals. No animals of any kind shall be raised, bred or kept within Carriage Pointe Phase 2 for commercial purposes. No vicious breeds or uninsurable pets (i.e. pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association) shall be raised, bred or kept within Carriage Pointe Phase 2. Owners may keep no more than two (2) dogs and two (2) cats or other domestic pets as permitted by Hillsborough County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, or the cumulative weight total of all pets contained on any Lot shall not exceed one hundred (100) pounds. Notwithstanding the foregoing, pets may be kept or harbored in a Dwelling only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Dwelling is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Dwelling unless such pet is kept on a leash or within an enclosed portion of the yard of a Dwelling, as approved by the Architectural Committee. No pet or animal shall be "tied out" on the exterior of the Dwelling or in the Common Areas or Facilities, as applicable, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Dwelling. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Carriage Pointe Phase 2 designated for such purpose, if any, or on that Owner's Dwelling. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

Section 3. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Dwelling or Lot, unless approved by the Architectural Committee.

Section 4. Vehicles.

Section 4.1 Parking. Owners' automobiles shall be parked in the garage, driveway, or parking lot, as appropriate, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Carriage Pointe Phase 2 or a Lot except on the surfaced parking area thereof. To the extent Carriage Pointe Phase 2 has any guest parking. Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in Carriage Pointe Phase 2 except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Carriage Pointe Phase 2.

Section 4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate

on its own power shall remain on Carriage Pointe Phase 2 for more than twelve hours, except in the garage of a Dwelling. No repair or maintenance, except emergency repair, of vehicles shall be made within Carriage Pointe Phase 2, except in the garage of a Dwelling. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

Section 4.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Carriage Pointe Phase 2 except in the garage of a Dwelling. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Dwelling so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Dwellings, Common Areas or Facilities, as applicable, or any other Carriage Pointe Phase 2 facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Carriage Pointe Phase 2. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Dwelling. No vehicle shall be used as a domicile or residence either temporarily or permanently.

Section 4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Dwelling irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Dwelling, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 5. Casualty Destruction to Improvements. In the event that a Dwelling or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Dwelling or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Dwelling or improvement and restore or repair the Dwelling and as approved by the Architectural Committee. As to any such

reconstruction of a destroyed Dwelling or improvements, the same shall only be replaced as approved by the Architectural Committee. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Dwelling shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 6. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Dwelling, sale or re-sale of other property owned by Developer, administrative office of Developer or Builders and operation of the Club, no commercial or business activity shall be conducted within Carriage Pointe Phase 2, including without limitation, within any Dwelling. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Dwelling for such Owner's personal use, provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Dwellings unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Carriage Pointe Phase 2. No solicitors of a commercial nature shall be allowed within Carriage Pointe Phase 2, without the prior written consent of Association. No day care center or facility may be operated out of a Dwelling. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

Section 7. Completion and Sale of Dwellings. No person or entity shall interfere with the completion and sale of Dwellings within Carriage Pointe Phase 2. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN CARRIAGE POINTE PHASE 2 AND THE RESIDENTIAL ATMOSPHERE THEREOF.

Section 8. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

Section 9. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas or Facilities, as applicable, except in areas designated for those purposes by Association. The Architectural Committee shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Carriage Pointe Phase 2.

Section 10. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Carriage Pointe Phase 2 without the prior written approval of the Architectural Committee. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Dwelling and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The Architectural Committee may establish standards for holiday lights. The Architectural Committee may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Dwelling).

Section 11. Disputes as to Use. If there is any dispute as to whether the use of any portion of Carriage Pointe Phase 2 complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 12. Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Dwellings. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Lot, shall be the responsibility of the Owner of the Dwelling which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, payers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Dwelling containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Dwelling plants a tree (pursuant to Architectural Committee approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Dwelling, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Dwelling. Likewise, if the roots of a tree located within the Common Areas or Facilities, as applicable, adversely affect an adjacent Dwelling, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs or District Maintenance Special Assessments, as applicable, NOTWITHSTANDING THE FOREGOING, ASSOCIATION AND DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

Section 13. Extended Vacation and Absences. In the event a Dwelling will be unoccupied for an extended period, the Dwelling must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Dwelling; and (iii) designating a responsible firm or individual to care for the Dwelling, should the Dwelling suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Dwelling.

Section 14. Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the Architectural Committee. The Architectural Committee may permit Owners of Houses on Lots which abut, run along, intersect with or join the perimeter of any pond, lake, water body, or conservation area to install fences up to six (6) feet; however, beginning ten (10) feet from the boundary of any pond, lake, water body, or conservation area, the fence shall drop or graduate to a maximum height of four (4) feet and such fence only shall be made of an open design such as a picket fence in accordance with the Community Standards. No chain link fencing of any kind shall be allowed and picket style fences may not be made of wood. The Architectural Committee may approve wooden privacy fences; provided, however, such wooden fences must be constructed of an approved pressure treated wood featuring a warranty of no less than forty (40) years. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. Due to the Association's maintenance requirements and responsibilities the installation of fences within a drainage easement area is not expected to be

approved by the Architectural Committee. However, in the event a fence is installed within a drainage easement area, with prior written Architectural Committee approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof. In addition to Architectural Committee approval, Owner must obtain, at his or her own expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the Architectural Committee. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the Architectural Committee and all decks shall have the prior written approval of the Architectural Committee.

Section 15. Fuel Storage. No fuel storage shall be permitted within Carriage Pointe Phase 2, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

Section 16. Garages. Each Dwelling may have its own garage. No garage shall be converted into a general living area unless specifically approved by the Architectural Committee. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Section 17. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Dwelling so as to be visible from outside the Dwelling or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Dwelling for pick-up earlier than 7:00 p.m. on the day preceding the pick-up.

Section 18. General Use Restrictions. Each Dwelling, the Facilities, the Common Areas and any portion of Carriage Pointe Phase 2 shall not be used in any manner contrary to the Governing Documents.

Section 19. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Dwelling shall be of a type as approved in writing by the Architectural Committee. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forth-eight hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the Architectural Committee shall not be deemed an endorsement of the effectiveness of hurricane shutters.

Section 20. Irrigation. Due to water quality, irrigation systems may cause staining on Dwellings, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Developer is not providing any irrigation to the Dwellings. BY ARCHITECTURAL COMMITTEE ACCEPTANCE OF A DEED TO A HOME OR LOT,

EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer may utilize a computerized loop system to irrigate the Common Areas or Facilities, as applicable, and/or Dwellings. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas or Facilities, as applicable.

Section 21. Lake and Canal Slopes. The rear yard of some Dwellings may border lakes and canals forming part of the Common Areas or Facilities, as applicable. The District or Association will maintain portions of the Common Areas or Facilities, as applicable, contiguous to the rear lot line of such Dwelling which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Dwelling bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the District and the Association an easement of ingress and egress across his or her Dwelling to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

Section 22. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Dwelling or Lot. Clotheslines may be installed in the rear of a Dwelling so long as not visible from the front of the Dwelling; provided, that, any such clothes line shall be removed when it is not in use as a clothes line.

Section 23. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Carriage Pointe Phase 2. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Carriage Pointe Phase 2 shall be the same as the responsibility for maintenance and repair of the property concerned.

Section 24. Leases. Dwellings may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Dwelling. Individual rooms of a Dwelling may not be leased on any basis. No transient tenants may be accommodated in a Dwelling.

Section 24.1 Lease Requirements. All leases or occupancy agreements of Dwellings (collectively, "Lease Agreements") are subject to the following provisions:

Section 24.1.1 All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association if so requested by Association;

Section 24.1.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term;

Section 24.1.3 The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be twenty five dollars (\$25.00) and may be increased from time to time;

Section 24.1.4 The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association;

Section 24.1.5 No Lease Agreement may be for a term of less than one (1) year;

Section 24.1.6 No Dwelling may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

Section 24.1.7 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

Section 24.1.8 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;

Section 24.1.9 All Lease Agreements shall require the Dwelling to be used solely as a private single family residence;

Section 24.1.10 Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Dwelling. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

Section 24.1.11 Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

Section 24.2 Maximum Number of Tenant Occupants per Dwelling. Each leased Dwelling shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Dwelling, including overnight guests and professional caregivers, shall be as follows:

Section 24.2.1 In the event the Dwelling contains two (2) bedrooms, no more

than four (4) persons shall be permitted.

Section 24.2.2 In the event the Dwelling contains three (3) bedrooms, no more than six (6) persons shall be permitted.

Section 24.2.3 In the event the Dwelling contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

Section 24.3 Right to Use Common Areas. During such time as a Dwelling is leased, the Owner of such Dwelling shall not enjoy the use privileges of the Common Areas appurtenant to such Dwelling.

Section 24.4 Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Dwelling and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Dwelling, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Dwelling to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 24.5 Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section 24, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Owner is currently delinquent in the payment of any Assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

Section 24.6 Amendment. After the Turnover Date, this Section 24 may be amended with the approval of (i) sixty-six and two-thirds percent (66%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members at which there is a quorum.

Section 25. Minor's Use of Club Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Carriage Pointe Phase 2. Developer, Association and Club Owner shall not be responsible for any use of the facilities by anyone, including minors. Rules and Regulations governing the use of the Club by children under the age of eighteen (18) may be adopted by the Club Owner from time to time.

Section 26. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Carriage Pointe Phase 2 is permitted. No firearms shall be discharged within Carriage Pointe Phase 2. Nothing shall be done or kept within the Common Areas or Facilities, as applicable,, or any other portion of Carriage Pointe Phase 2, including a Dwelling or Lot which will increase the rate of insurance to be paid by Association.

Section 27. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 28. Paint. Dwellings shall be repainted within forty-five (45) days of notice by the Architectural Committee.

Section 29. Personal Property. All personal property of Owners or other occupants of Dwellings shall be stored within the Dwellings. No personal property, except usual patio furniture, may be stored on nor any use made of, the Common Areas, any Lot or Dwelling, or any other portion of Carriage Pointe Phase 2, which is unsightly or which interferes with the convenience of others.

Section 30. Removal of Soil or Additional Landscaping. Without the prior consent of the Architectural Committee, no Owner shall remove soil from any portion of Carriage Pointe Phase 2, change the level of land within Carriage Pointe Phase 2, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Carriage Pointe Phase 2. Owners may place additional plants, shrubs, or trees within any portion of Carriage Pointe Phase 2 with the prior approval of the Architectural Committee.

Section 31. Above-Ground Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the Architectural Committee as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the Architectural Committee; (iii) pool cages and screens must be of a design, color and material approved by the Architectural Committee and shall be no higher than twelve (12) feet unless otherwise approved by the Architectural Committee; and (iv) pool screening shall in no event be higher than the roof line of the Dwelling. Pool screening shall not extend beyond the sides of the Dwelling without express approval by the Architectural Committee. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without Architectural Committee approval.

Section 32. Roofs. Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the Architectural Committee. No surface applications to driveways shall be permitted without the prior written approval of the Architectural Committee as to material, color and pattern. Such applications shall not extend beyond the front Lot line or

include the sidewalk.

Section 33. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Dwelling or Lot without the prior written approval thereof being first had and obtained from the Architectural Committee as required by this Declaration. The Architectural Committee may require, among other things, that all such improvements be screened so that they are not visible from adjacent Dwellings, or from the Common Areas or Facilities, as applicable. Each Owner agrees that the location of such items must be first approved by the Architectural Committee in order to address the safety and welfare of the residents of Carriage Pointe Phase 2. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install without Architectural Committee approval Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Section 34. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas or Facilities, as applicable.

Section 35. Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Carriage Pointe Phase 2, including without limitation any Dwelling or Lot, that is visible from the outside without the prior approval being first obtained from the Architectural Committee; provided, however, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed 4 Y2 feet by 6 feet. Signs displaying the wording "for rent" or "for lease" shall not be approved by the Architectural Committee. Notwithstanding the foregoing, any Owner may display on his Lot one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height and attached to a 2 x 4 post no higher than three (3) feet from the ground. Such sign shall contain no other wording than "For Sale", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot.

Developer and Builders are exempt from this Section; provided, further, the Developer specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege, and easement to construct, place and maintain upon any property within Carriage Pointe Phase 2 such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Dwellings. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

Section 36. Sports Equipment. No recreational, playground or sports equipment shall

be installed or placed within or about any portion of Carriage Pointe Phase 2 without prior written consent of the Architectural Committee. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the Architectural Committee. Such approved equipment shall be located at the rear of the Dwelling or on the inside portion of corner Dwellings within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Dwelling. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

Section 37. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Architectural Committee, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the Architectural Committee.

Section 38. Subdivision and Regulation of Land. No portion of any Dwelling or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Carriage Pointe Phase 2, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

Section 39. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Carriage Pointe Phase 2 or within any Dwelling or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the Architectural Committee.

Section 40. Swimming. Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Carriage Pointe Phase 2. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any waterbody.

Section 41. Use of Dwellings. Each Dwelling is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

Section 42. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Architectural Committee and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

Section 43. Wells and Septic Tanks. No individual wells will be permitted on any Lot except single family Lots and no individual septic tanks will be permitted on any Lot.

Section 44. Wetlands and Mitigation Areas. It is anticipated that the Common Areas

or Facilities, as applicable, may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

Section 45. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Dwelling or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Dwelling without prior written approval of the Architectural Committee. No awnings, canopies or shutters shall be affixed to the exterior of a Dwelling without the prior written approval of the Architectural Committee. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Architectural Committee. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

Section 46. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Dwelling.

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. Declarants also have the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if a 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 fifty percent (50%) 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. Invalidity 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 a 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, a 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, a 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 Declarants, or any Institutional Mortgagee without the specific written approval of the Declarant, or Institutional 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,

Declarants 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.

Section 7. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Declarants 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 vice 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, Declarants have executed this Declaration the date first stated above.

WITNESSES:

[Signature]
Please Print Name

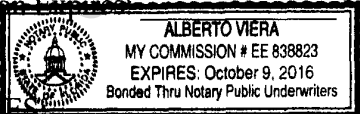
Charlotte Thorne
Please Print Name

CARRIAGE POINTE PARTNERS, LLC,
a Florida limited liability company

By: [Signature]
Its: PRESIDENT / MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by Jeffery Nills on behalf of Carriage Pointe Partners, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

Serial #: _____
Commission Expires: _____


[Signature]
NOTARY PUBLIC
Name: Alberto Viera

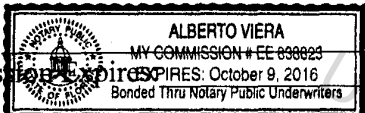
WITNESS
[Signature]
Please Print Name
RYAN MOTKO
Please Print Name
Charlotte Thorne
Please Print Name

CPDEV, LLC, a Florida limited liability company

By: [Signature]
Its: PRESIDENT / MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by Jeffery Nills on behalf of CPDEV, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

Serial #: _____
Commission Expires: _____


[Signature]
NOTARY PUBLIC
Name: Alberto Viera

JOINDER AND CONSENT TO DECLARATION

NVR, Inc., a Virginia corporation, whose address is 1409 Tech Boulevard, Suite 202, Orlando, Florida 32819, owner of a portion of the Property in Carriage Point Phase 2, as defined in the foregoing Declaration, by virtue of a deed from CPDEV, LLC, a Florida limited liability company, dated May 13, 2015 and recorded at O.R. Book 23280, Page 533, of the public records of Hillsborough County, Florida (the "NVR Lot"), does hereby join in and consent to this Declaration, for the sole purpose of subjecting the NVR Lot to the terms of the Declaration.

Executed and declared in
the presence of:

NVR, INC., a Virginia corporation, by

Jeannie Sutherland
Jeannie Sutherland
(Print name signed above)

[Signature]

Barbara H Zellmer
Barbara H Zellmer
(Print name signed above)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of August, 2015
by Scott Kalman, as Appointed VP of NVR, Inc., a Virginia
corporation, who is personally known to me or who produced _____
as identification.



DIANE S. GAUDET
MY COMMISSION # FF 027000
EXPIRES: June 12, 2017
Bonded Thru Budget Notary Services

Diane S. Gaudet
Notary Public, State of Florida

My Commission Expires:
Commission Number:

(Printed, Typed or Stamped Name of Notary)

Exhibit "A"**DESCRIPTION:**

A parcel of land lying within Section 36, Township 30 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 36; thence along the South boundary of said Section 36, S.89°30'06"E., a distance of 100.00 feet for a **Point of Beginning**, said point being on the East right-of-way of North Street; thence along the East right of way of said North Street, N.01°16'57"E., distance of 688.20 feet to the South boundary of that certain parcel described in OR. Book 16497, page 1354, of the public records of Hillsborough County, Florida; thence along the South boundary of said certain parcel the following two (2) courses and distances: 1) N.89°43'38"E., a distance of 279.58 feet to a point of curvature; 2) Easterly 178.76 feet along the arc of a curve to the left, said curve having a radius of 420.00 feet, a central angle of 24°23'08", and a chord bearing and distance of N.77°32'04"E., 177.41 feet to the West boundary of that Tampa Electric Company parcel described in O.R. Book 15412, page 1600, of the public records of Hillsborough County, Florida; thence along the boundary of said Tampa Electric Company parcel the following four (4) courses and distances: 1) S.01°10'49"E., a distance of 17.95 feet to a non-tangent point of curvature; 2) Northeasterly 401.78 feet along the arc of a curve to the left, said curve having a radius of 450.00 feet, a central angle of 51°09'24" and a chord bearing and distance of N.52°10'15"E., 388.57 feet; 3) N.26°35'33"E., a distance of 28.43 feet; 4) N.01°10'49"W., a distance of 1519.96 feet to the Southwest corner of Carriage Pointe Phase I as per the map or plat thereof recorded in Plat Book 103, page 270, of the public records of Hillsborough County, Florida thence along the South boundary of said Carriage Pointe Phase I the following thirty (30) courses; 1) N.89°43'35"E., a distance of 915.77 feet; 2) N. 11°24'05"E., a distance of 96.90 feet; 3) N.33°04'27"E., a distance of 35.32 feet; 4) N.30°15'48"E., a distance of 135.54 feet; 5) continue N.30°15'48"E, a distance of 52.38 feet; 6) N.22°36'54"E., a distance of 32.47 feet to a point of curvature; 7) Northerly 9.43 feet along the arc of a curve to the left, said curve having a radius of 30.00 feet, a central angle of 18°00'37", and a chord bearing and distance of N.13°36'36"E., 9.39 feet; 8) N.04°36'18"E., a distance of 83.94 feet to a point of curvature; 9) Northerly 17.08 feet along the arc of a curve to the left, said curve having a radius of 30.00 feet, a central angle of 32°37'18", and a chord bearing and distance of N.11°42'21"W., 16.85 feet; 10) N.28°01'01"W., a distance of 64.39 feet; 11) N.37°48'42"W., a distance of 45.30 feet; 12) N.05°19'34"E., a distance of 157.99 feet; 13) N.06°38'50"E., a distance of 92.57 feet; 14) N.30°45'40"E., a distance of 29.48 feet; 15) N.83°10'05"E., a distance of 76.32 feet; 16) S.89°29'14"E., a distance of 80.00 feet; 17) S.00°30'46"W., a distance of 200.66 feet; 18) S.89°29'14"E., a distance of 556.06 feet; 19) N.45°00'18"E., a distance of 13.19 feet; 20) N.00°23'15"W., a distance of 110.79 feet; 21) N.06°09'17"E., a distance of 77.41 feet; 22) N.01°59'58"W., a distance of 94.93 feet; 23) S.83°08'36"W., a distance of 30.84 feet; 24) N.53°47'32"W., a distance of 60.31 feet; 25) N.22°53'35"E., a distance of 71.21 feet; 26) N.80°38'51"E., a distance of 73.10 feet; 27) N.74°22'49"E., a distance of 98.55 feet; 28) N.00°30'48"E., a distance of 307.17 feet; 29) N.84°43'19"E., a distance of 230.04 feet; 30) S.89°38'12"E., a distance of 111.77 feet to the East boundary of the West 3001.96 feet of said Section

36; thence along the East boundary of the West 3001.96 feet of said Section 36, S.01°16'57"W., a distance of 3875.31 feet to the South boundary of said Section 36; thence along the South boundary of said Section 36, N.89°30'06"W., a distance of 2093.82 feet to the East boundary of the aforementioned Tampa Electric Company parcel; thence along the boundary of the aforementioned Tampa Electric Company parcel the following three (3) courses and distances: 1) N.01°10'49"W., a distance of 800.19 feet to a non-tangent point of curvature; 2) Southwesterly 378.02 feet along the arc of a curve to the right, said curve having a radius of 550.00 feet, a central angle of 39°22'47", and a chord bearing and distance of S.60°05'27"W., 370.62 feet; 3) S.01°10'49"E., a distance of 612.52 feet to the South boundary of said Section 36; thence along the South boundary of said Section 36, N.89°30'06"W., a distance of 483.30 feet to the **Point of Beginning**

Less that part deeded to Lennar Homes, LLC, in OR. Book 17399, page 1329 and O.R. Book 17610, Page 72, described as follows:

Description of Parcel "A"

Commencing at the Southwest corner of Section 36, Township 30 South, Range 19 East, Hillsborough County, Florida thence North 01°16'57" East 2489.31 feet along the West line of said Section 36; thence North 89°43'35" East 1716.96 feet along the South line of Tract "E" of Carriage Pointe Phase 1, and the Westerly extension thereof, as recorded in Plat Book 103, Page 270, Hillsborough County Records for a PLACE OF BEGINNING; thence along the Easterly line of Tract "E" of said Carriage Pointe Phase I for the following thirteen (13) courses: North 11°24'05" East 96.90 feet, North 33°04'27" East 35.32 feet, North 30°15'48" East 187.92 feet, North 22°36'54" East 32.47 feet, 9.43 feet along the arc of a 30.00 feet radius circular curve to the left, having a central angle of 18°00'37" and a chord bearing which bears North 13°36'36" East 9.39 feet, North 04°36'18" East 83.94 feet, 17.08 feet along the arc of a 30.00 foot radius circular curve to the left, having a central angle of 32°37'18" and a chord which bears North 11°42'21" West 16.85 feet, North 28°01'01" West 64.39 feet, North 37°48'42" West 45.30 feet, North 05°19'34" East 157.99 feet, North 06°38'50" East 92.57 feet, North 30°45'40" East 29.48 feet and North 83°10'05" East 76.32 feet; thence South 00°30'46" West 601.27 feet; thence 203.92 feet along the arc of a 660.00 foot radius circular curve to the right, having a central angle of 17°42'10" and a chord which bears South 09°21'51" West 203.11 feet; thence South 89°43'35" West 170.94 feet to the Place of Beginning:

Description of Parcel "B"

Commencing at the Southwest Corner of Section 36, Township 30 South, Range 19 East, Hillsborough County, Florida; thence North 01°16'57" East 2489.31 feet along the West line of said Section 36; thence North 89°43'35" East 1971.75 feet along the South line of Tract "E" of Carriage Pointe Phase 1, and the Westerly and Easterly extensions thereof, as recorded in Plat Book 103, Page 270, Hillsborough County Records; thence 202.04 feet along the arc of a 740.00 foot radius circular curve to the left, having a central angle of 15°38'37" and a chord which bears North 08°20'04" East 201.42 feet; thence North 00°30'46" East 135.00 feet for a PLACE OF BEGINNING; thence North 00°30'46" East 265.61 feet; thence South 89°29'14" East 302.74 feet along the Southerly line of Tract "1" of said Carriage Pointe Phase 1; thence South 00°30'46" West 60.61 feet; thence South 01°14'38" East 60.03 feet; thence South 21°13'08" East

64.59 feet; thence South 25°53'14" East 66.99 feet; thence South 15°03'48" East 25.95 feet; thence North 89°29'14" West 365.24 feet to the Place of Beginning.

Description of Parcel "C"

A parcel of land lying within Section 36, Township 30 South, Range 19 East, Hillsborough County, Florida and being further described as follows;

Commencing at the Southwest Corner of said Section 36; thence North 01°16'57" East, a distance of 2489.31 feet along the West line of said Section 36; thence North 89°43'35" East, a distance of 1716.96 feet along the South line of Tract "E" of Carriage Pointe Phase 1, and the Westerly extension thereof, as recorded in Plat Book 103, Page 270, Hillsborough County Records; thence continuing North 89°43'35" East, a distance of 170.94 feet; thence Northerly 160.75 feet along the arc of a non-tangential circular curve to the left, having a radius of 660.00 feet, a central angle of 13°57'20" and a chord bearing and distance of North 11°14'16" East 160.36 feet for a PLACE OF BEGINNING; thence continuing Northerly 43.17 feet along the arc of said circular curve to the left, having a radius of 660.00 feet, a central angle of 3°44'51", and a chord bearing and distance of North 02°23'11" East 43.16 feet; thence North 00°30'46" East, a distance of 601.27 feet; thence South 89°29'14" East, a distance of 80.00 feet along the Southerly line of Ekker Road as recorded in Plat Book 103, Page 270 of said Hillsborough County Records, thence South 00°30'46" West, a distance of 551.27 feet; thence Southeasterly 39.27 feet along the arc of said circular curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing and distance of South 44°29'14" East 35.36 feet; thence South 02°23'11" West, a distance of 50.03 feet, to the point of intersection with a non-tangent curve to the left; thence Southwesterly 37.63 feet along the arc of circular curve to the left, having a radius of 25.00 feet, a central angle of 86°15'09", and a chord bearing and distance of South 47°23'11" West 34.18 feet; thence North 85°44'23" West, a distance of 80.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commence at the SW corner of Section 36, Township 30 South, Range 19 East, Hillsborough County, Florida; thence S.89°13'55"E. along the south line of said Section 36, a distance of 100.00 feet to a point on the east right-of-way line of North Street; thence N.01°33'20"E., a distance of 688.20 feet to the POINT OF BEGINNING; thence continue along said right-of-way line N.01°33'20"E., a distance of 903.79 feet; thence S.89°17'43"E., a distance of 414.07 feet; thence S.00°56'07"E. along a Tampa Electric Company Easement, a distance of 861.10 feet to a point on a non-tangent curve concave northwesterly having a radius of 420.00 feet and a central angle of 24°21'13"; thence on the arc of said curve a distance of 178.52 feet, said arc subtended by a chord which bears S.77°49'24"W. a distance of 177.18 feet; thence WEST, a distance of 279.43 feet to the POINT OF BEGINNING;

LESS the North 458.16 feet thereof.

Exhibit "B"

ARTICLES OF INCORPORATION

OF

CARRIAGE POINTE PHASE 2 HOMEOWNERS ASSOCIATION, INC.

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

NAME

The name of this corporation is Carriage Pointe Phase 2 Homeowners Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

ARTICLE II

OFFICE AND REGISTERED AGENT

This Association's registered office is 325 South Boulevard, Tampa, Florida 33606, Hillsborough County, Florida, and its registered agent is Judith L. James, who maintains a business office at 325 South Boulevard, Tampa, Florida 33606. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereinafter called the Property) in Hillsborough County, Florida and more particularly described as Carriage Pointe Phase 2.

Judith L. James
Molloy & James
325 S. Blvd., Tampa, FL 33606
(813) 254-7157

ARTICLE IV

POWERS

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration) applicable to the property and recorded or to be recorded in the Public Records of Hillsborough 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 in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, specifically including the surface water management system facilities, including 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.

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property; and contract for services, such as to provide for operation and maintenance of facilities including surface water management system facilities.

(e) Borrowing. Borrow money and, with the approval of two-thirds of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of three-fourths of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine.

(g) Mergers. With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, and Common Area consistent with the rights and duties established by the Declaration and these Articles and governing Members' responsibilities.

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Enforcement. To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof; to sue and be sued.

ARTICLE V MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarants and (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarants, 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 Declarants, or any builder, contractor, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.;
- (b) on the anniversary date ten years from the date when the first Lot is conveyed to an individual purchaser, or
- (c) when the Declarants waive in writing its right to Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by ballot. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Name: Jeffery Hills

Address: 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609

Name: Ryan Motko

Address: 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609

Name: Gary Jernigan

Address: 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609

ARTICLE VIII INCORPORATOR

The name and residence of the incorporator is:

Name: Judith L. James
Address: 325 S. Boulevard
Tampa, Florida 33606

ARTICLE IX DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets including the control or right of access to the property containing the surface water management system facilities, must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual.

ARTICLE X DURATION

This Association exists perpetually.

ARTICLE XI BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of a majority of each class of members, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

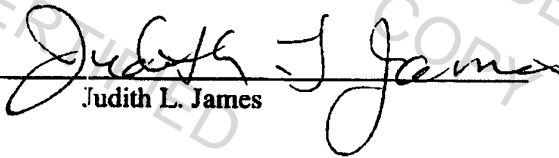
ARTICLE XII
AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two thirds (2/3) of the entire membership, except as to those provisions for Amendment which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XIII
INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 30TH day of JULY, 2015.

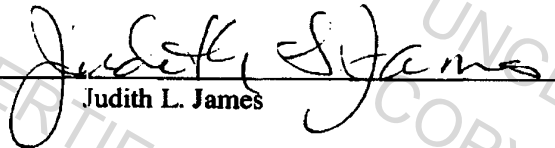

Judith L. James

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

Carriage Pointe Phase 2 Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 325 S. Boulevard, Tampa, Florida 33606, County of Hillsborough, State of Florida, has named Judith L. James, whose business office is 325 South Boulevard, Tampa, Florida 33606, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing 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, including the duties and obligations imposed by Section 617.0503, relative to the proper and complete performance of my duties.


Judith L. James

Date: 7/30/15

Exhibit "C"

**BY-LAWS
OF
CARRIAGE POINTE PHASE 2 HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION.**

The name of the corporation is Carriage Pointe Phase 2 Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 325 S. Boulevard, Tampa, Florida 33606, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Carriage Pointe Phase 2 (Declaration) are hereby incorporated by reference.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the last quarter of the year, as established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, as set out below.

Section 3. Notice of Meetings. The association shall give all members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the homeowners.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial board of three (3) directors. Thereafter the Board of Directors shall consist of a least three (3) members.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in accordance with the requirements of Chapter 720 of the Florida Statutes. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot, under procedures established by the Board of Directors and State law.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board. If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak

prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members.

(a) Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

(b) An assessment may not be levied at a board meeting unless a written notice of the meeting is provided to all members at least 14 days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which rules that regulate the use of parcels in the community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the property. A written notice concerning changes to the rules that regulate the use of parcels in the community must include a statement that changes to the rules regarding the use of parcels will be considered at the meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Association, by and through its Board of Directors, shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, if any, and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas of a member as set out in the Declaration.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same.

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

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained; enter into contracts on behalf of the association in accordance with the requirements of Chapter 720 of the Florida Statutes;
- (h) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person, alternatively the office of vice president and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. Subsequent to transfer of control of the Association to owners other than the Declarants, the Association shall retain these minutes as required by law.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the Official Records of the Association, as further defined in Florida Statutes:

- (a) A copy of the plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.
- (b) A copy of the By-Laws of the homeowner's association and of each amendment to the By-Laws.
- (c) A copy of the Articles of Incorporation of the homeowner's association and of each amendment thereto.
- (d) A copy of the current rules of the homeowner's association.
- (e) The minutes of all meetings of the Board of Directors and of members, which minutes shall be retained for a period of not less than 7 years.
- (f) A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers. The association shall also maintain the electronic mailing addresses of those members consenting to receive notice by electronic

transmission. If the member revokes permission to utilize the electronic addresses, these shall be removed from the records. However, the association is not liable for an erroneous disclosure of the electronic email address.

(g) All of the insurance policies of the homeowner's association or a copy thereof, which policies must be retained for at least 7 years. .

(h) A current copy of any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received for work to be performed must be kept for a period of 1 year.

(i) Accounting records for the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles, and the requirements of Chapter 720 of the Florida Statutes. The requirements for inspection and copying of records as set out in Florida Statutes shall be followed. The accounting records shall include, but are not limited to:

- (1) Accurate, itemized, and detailed records of all receipts and expenditures.
- (2) A current account and a periodic statement of the account for each member of the homeowners' association, designating the name and current address of the member, the due date and amount of each assessment, the date and the amount paid upon the account, and the balance due.
- (3) All tax returns, audits, reviews, accounting statements, and financial reports of the homeowners' association.
- (j) A copy of the disclosure summary described in s. 720.401(1).

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Carriage Pointe Phase 2 Homeowners Association, Inc. and within the center the word "Florida".

ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2 All common areas serving any homeowner's association shall be available to members and their invited guests for the use intended for such common areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

Section 3. Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A member has the right to speak for at least three (3) minutes on any item, provided that the member submits a written request to speak prior to the meeting. The association may adopt written reasonable rules governing the frequency, duration and other manner of member statements, which rules must be consistent with Florida law.

CARRIAGE POINTE PHASE 2 HOMEOWNERS ASSOCIATION, INC.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary or President of the Carriage Pointe Phase 2 Homeowners Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the 5th day of August, 2015.

IN WITNESS WHEREOF, the secretary of the Carriage Pointe Phase 2 Homeowners Association, Inc. has hereunto set his hand this 5th day of August, 2015.

Secretary or President (please circle)

