

Property PreQual

256 Sample Ave, Tampa, FL 33621



This report created exclusively for Become A Better Agent LLC – Property PreQual



Inspection Report

A full inspection report done for the buyer to give prospective buyers the full picture of the home. All warranties offered by the inspection company transfer to the buyer upon execution of contract.



Inspection Report

256 Sample Ave, Tampa, FL 33621



Inspection Date 2018
Inspector Vito Bianca
7781 Starkey Rd Seminole FL 33777
727-408-1088

Florida Home Inspector HI10210, We'll Buy Your Home Guarantee, 90 Day Mold/Safe, 5 Year Roof Protection, 90 Day Sewer/Gard, 90 Day Warranty, A Rated on Angies List, 5 Star rated on Home Advisor, INTERNACHI Certified Inspector



Rock Solid Home Inspections

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Executive Summary

This summary represents the full list of observations made at the time of the inspection. This section is provided as a convenience to help navigate to more detailed information found in the body of the report. It is organized to indicate the significance of the observation.

Significant Concerns

Safety Concerns

Electrical

- 1. Junction Box(Attic): Cover plate is missing

Items Not Operating

Electrical

- 2. Ceiling Fan(Exterior: Ground View): Not working
- 3. Light Fixture(Exterior: Ground View): Not working

Plumbing

- 4. Irrigation System(Exterior: Ground View): Not Working
- 5. Shower / Tub(3rd Bathroom): Spout diverter does not operate

Room Components

- 6. Exterior door(Family Room): Handle or door knob is damaged / missing

Major Concerns

None

Budget to Replace

None

Needs Further Evaluation

Electrical

- 7. Electric Service Panel(Attached Garage): Obstructed

Items to Monitor

Building Exterior

- 8. Siding(Exterior: Ground View): Cracking

Maintenance Items

Building Exterior

- 9. Downspout(Exterior: Ground View): Extensions are missing

Electrical

- 10. Light Fixture(Exterior: Ground View, 2nd Bathroom, 3rd Bathroom): Bulb is burnt out

HVAC

- 11. AC-Condenser(Exterior: Ground View): Insulation is damaged

Landscaping and Hardscaping

- 12. Driveway(Exterior: Ground View): Cracking
- 13. Landscape Feature(Exterior: Ground View): Tree branches are in contact with building
- 14. Patio and walkway(Exterior: Ground View): Cracking

Plumbing

- 15. Shower / Tub(Master Bathroom): Grout is cracking
- 16. Sink(3rd Bathroom): Drain stop is missing
- 17. Sink(2nd Bathroom): Faucet is loose
- 18. Sink(Master Bathroom): Rusty
- 19. Stand-alone Shower(2nd Bathroom): Caulking is deteriorated

Room Components

- 20. Countertop(Kitchen): Caulking or sealant is missing
- 21. Exterior door(Family Room): Does not open/close properly.
- 22. Floor(Master Bathroom, 2nd Bathroom, 3rd Bathroom): Missing threshold between differing floor materials
- 23. Interior Door(3rd Bathroom): Missing/Damaged door stop.
- 24. Screen(2nd Bedroom): Torn or damaged
- 25. Vanity(Master Bathroom, 2nd Bathroom): Caulking or sealant is deteriorated
- 26. Wall(3rd Bathroom): Cosmetic
- 27. Window(Den /Library/ Office): Does not open/close properly.
- 28. Window(Master Bathroom, 2nd Bedroom, 4th Bedroom): Caulking or sealant is deteriorated
- 29. Window(Den /Library/ Office): Damaged

General Information

- # Of Stories: 1
- Cooling System: Central
- Foundation Design: Slab
- Ground Conditions: Dry
- Heating System: Air Handler
- Location Of Attic Entrance: Garage, Closet
- Method To Inspect Attic: Inside attic
- Method To Inspect Roof: On ladder
- Occupancy: Occupied
- Present During Inspection: Seller's agent
- Recent Rain (3 Days): Yes
- Sewer System: Public
- Square Footage: 2565
- Style Of Home: Single Family Home
- Water Source: Public
- Weather Conditions: Sunny
- Year Built: 2002







SAMPLE

Scope of Inspection

- Mechanical and electrical systems can fail at any time, very often with no advance warning. Therefore, this report deals only with the condition of such systems at the time of inspection, and is not to be considered a guarantee or warranty as to future performance.
- An inspection does not determine the market value of the property or its marketability.
- The home inspector is not required to move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.
- Seasonal changes such as wind-driven rain, ice, and humidity may bring some defects to light that were not noted during your home inspection. Basements and attics that were dry at the time of the inspection can be damp or leak in later weeks or months.
- No pest control, lead paint, asbestos, mold, or other types of testing are being performed.
- An inspection does not include items not permanently installed.
- An inspection will not determine the suitability of the property for any use.
- This is not a code compliance inspection. The local municipality should be contacted for any questions or concerns in relation to local building code.
- An inspection will not deal with aesthetic concerns or what could be deemed matters of taste, cosmetic defects, etc.
- An inspection will not identify concealed or latent defects.
- The inspection is performed in good faith and is a 'snapshot in time'; it does NOT constitute a prediction that the home will perform adequately in the future.
- Some items or areas may not be inspected if they are blocked by furniture or stored items.
- The condition of the premises may change after the date of inspection due to many factors such as weather, moisture, leaks, actions taken by the owner or others, or the passage of time. This report reflects the condition of the premises at the time of the inspection.
- An inspection does not determine the advisability or inadvisability of the purchase of the inspected property.
- The inspection is limited to visible and accessible components and areas only.
- An inspection is not technically exhaustive.
- This home inspection is being conducted in accordance with the InterNACHI guidelines.
- An inspection does not determine the insurability of the property.
- An inspection does not determine the life expectancy of the property or any components or systems therein.

Definitions

Each item has been assigned a quality rating based on the observations recorded by the inspector. The quality ratings are automatically assigned based on the observations made.

	Satisfactory	No material issues have been found. One or more cosmetic issues may have been observed.
	Marginal	The item is working, but has at least one concern that is beyond cosmetic.
	Poor	Is operating, but has at least one major concern with its operation.
	Safety Hazard	Has conditions that make operation of the item unsafe and is in need of prompt attention.
	Not working	Was not working at the time of the inspection.
	Not Inspected	Was not inspected. The reason is typically indicated.

SAMPLE

Appliances

Save money on appliances and appliance repair

Descriptions:

Refrigerator

- Manufacturer Name: Kenmore
- Model Number: 106.72724110
- Serial Number: VS10740514

Microwave Oven

- Manufacturer Name: GE
- Model Number: JVM1851CF001
- Serial Number: ZD939897S
- Year Built: 2002
- [Manual](#)

Washer

- Energy Source: Electric
- Manufacturer Name: LG
- Model Number: WM2455HW
- Serial Number: 708KWDJ01178
- [Manual](#)

Refrigerator

- Manufacturer Name: GE
- Model Number: GSE22ETHD CC
- Serial Number: LG208368
- Year Built: 2016
- [Manual](#)

Oven/Range

- Energy Source: Electric
- Manufacturer Name: GE
- Model Number: J BP68D M2CC
- Serial Number: DT2 02243Q
- [Manual](#)

Dishwasher

- Manufacturer Name: GE
- Model Number: GDF520PGJ2CC
- Serial Number: MG786257B
- Year Built: 2016
- [Manual](#)

Dryer

- Energy Source: Electric
- Manufacturer Name: LG
- Model Number: DLE5955W
- Serial Number: 707KWRE04974
- Venting Location: Wall
- Year Built: 2017
- [Manual](#)

Garbage Disposal

- Manufacturer Name: Insinkerator
- [Manual](#)

Concerns and Observations:

✓ Dishwasher

In Working Order

.Tested

Location Kitchen



✓ Dryer

In Working Order

.Tested

Location Laundry Room / Mudroom



✓ Garbage Disposal

In Working Order

.Tested

Location Kitchen



✓ Microwave Oven

In Working Order

.Tested

Location Kitchen



✓ Oven/Range

In Working Order

.Tested

Location Kitchen



✓ Refrigerator

In Working Order

.Tested

Location Attached Garage, Kitchen



✓ Washer

In Working Order

.Tested

Location Laundry Room / Mudroom



Balconies, Decks and Porches

Descriptions:

- Balcony, Deck or Porch**
- Material: Metal, Concrete
 - Type: Porch

Concerns and Observations:

- ✓ **Balcony, Deck or Porch**

In Working Order		
.Inspected		
Location	Exterior: Ground View	



Building Exterior

[Find deals on siding and gutters](#)

Descriptions:

Siding

- Material: Concrete

Eave

- Fascia Material: Aluminum
- Soffit Material: Aluminum

Gutter

- Material: Aluminum

Concerns and Observations:

Downspout

Moderate Concern

Extensions are missing

Location	Exterior: Ground View
Impact	Water flow is not contained and may drain near foundation increasing the risk of flooding
Suggested Action	Install downspout extensions reaching 5-6 feet from the building



- ✓ Eave
- ✓ Exterior Trim
- ✓ Gutter
- ✓ Siding

Observation to Monitor

Cracking

Location	Exterior: Ground View
Suggested Action	Add weather seal





Building Structure

Descriptions:

Roof Structure

- Framing Type: Trusses
- Roof Pitch: Medium
- Roof Style: Hip, Gable

Concerns and Observations:

- ✓ Roof Sheathing
- ✓ Roof Structure
- ✓ Slab
- ✓ Truss

Electrical

Descriptions:

Electrical service

- Location: Exterior: Ground View
- Rating: 240 Volts
- Service Entry Style: Underground

Electric Service Panel

- Location: Attached Garage

Concerns and Observations:

- ⊗ Ceiling Fan

Not Working

Not working

Location	Exterior: Ground View
Suggested Action	Repair or replace the ceiling fan.



In Working Order

.Tested

Location	Master Bedroom, Family Room, 2nd Bedroom, 3rd Bedroom, 4th Bedroom
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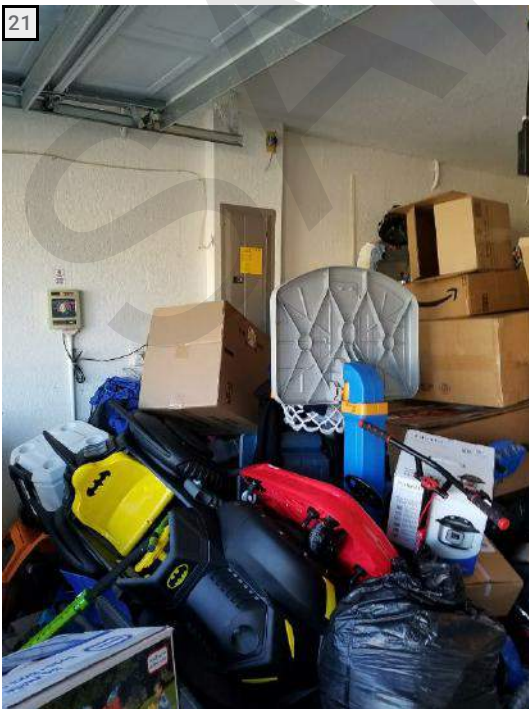


- ✓ Door Bell
- ⊖ Electric Service Panel

Possible Concern

Obstructed

Location	Attached Garage
Impact	The panel could not be inspected
Suggested Action	Recommend having a licensed electrician evaluate the entire system



- ✓ Electrical service

✓ GFCI

⚠ Junction Box

Safety Concern

Cover plate is missing

Location	Attic
Impact	Without a cover plate, electrical shock may result if touched. Poses a fire hazard in insulated environments.
Suggested Action	Recommend having a licensed electrician evaluate the entire system.



⚠ Light Fixture

Not Working

Not working

Location	Exterior: Ground View
Suggested Action	Replace the light fixture



Minor Concern

Bulb is burnt out

Location	Exterior: Ground View, 2nd Bathroom, 3rd Bathroom
Suggested Action	Replace the bulb





- ✓ Outlet
- ⊗ Security System
- ✓ Smoke Alarm
- ✓ Switch
- ✓ Wiring

HVAC

Find deals on heating and cooling equipment and repair

Descriptions:

Thermostat

- Location: Family Room

AC-Condenser

- Capacity: 5 Ton
- Energy Source: Electric
- Manufacturer: Trane
- Maximum Fuse / Breaker Rating: 60
- Model Number: 4TWR4060C1000AA
- Serial Number: 9145WRB2F
- Type: Cased
- Year Built: 2009
- [Manual](#)

Air Handler

- Capacity: 5 Ton
- Energy Source: Electric
- Manufacturer: Trane
- Model Number: 4TEH3F60B1000AA
- Serial Number: 8432YN52V
- Year Built: 2010
- [Manual](#)

Concerns and Observations:

✓ AC-Condenser

Minor Concern

Insulation is damaged

Location	Exterior: Ground View
Impact	Without proper insulation the warmer air may create condensation on the suction line which could damage the surrounding area and/or create a slipping hazard. In addition, by warming the refrigerant, operating efficiency is reduced
Suggested Action	Replace the insulation with 3/4 to 1 inch vapor-proof insulation



In Working Order

.temperature tested at return.

Location	Exterior: Ground View
----------	-----------------------

28



In Working Order

.temperature tested at supply.

Location Exterior: Ground View

29



In Working Order

.tested

Location Exterior: Ground View



✓ Air Handler

In Working Order

.tested

Location Hallway and Stairs



✓ Ductwork

In Working Order

.Inspected

Location Attic



- ✓ Register / Return
- ✓ Thermostat

Insulation and Ventilation

Descriptions:

Kitchen / Bath Exhaust

- Type: Ceiling / Wall Vent

Kitchen / Bath Exhaust

- Type: Ceiling / Wall Vent

Attic Ventilation

- Type: Soffit, Roof

Kitchen / Bath Exhaust

- Type: Ceiling / Wall Vent

Kitchen / Bath Exhaust

- Type: Built-in Microwave

Concerns and Observations:

- ✓ Attic Ventilation
- ✓ Insulation

In Working Order

.Inspected

Location Attic



✓ Kitchen / Bath Exhaust

Landscaping and Hardscaping

Save money on lawn and garden equipment and repair

Descriptions:

Driveway

- Material: Concrete

Patio and walkway

- Material: Pavers, Concrete

Concerns and Observations:

✓ Driveway

Minor Concern

Cracking

Location Exterior: Ground View



✓ Landscape Feature

Minor Concern

Tree branches are in contact with building

Location Exterior: Ground View

Impact The tree branches provide an environment where moisture and/or insects could intrude and also may cause damage or excess wear to the siding or roofing material

Suggested Action Regularly trimm the trees to achieve a clearance of at least 6 - 8 feet



✓ Patio and walkway

Minor Concern

Cracking

Location Exterior: Ground View



Plumbing

Descriptions:

Water softener

- Location: Attached Garage

Main water valve

- Location: Exterior: Ground View

Water Heater

- Capacity: 50 gal
- Energy Source: Electricity
- Location: Attached Garage
- Manufacturer Name: GE
- Model Number: PE50M09AAH
- Serial Number: 0710B01693
- Type: Recovery
- Year Built: 2010
- [Manual](#)

Disclaimers:

- Irrigation System - The irrigation system is not tested as part of a home inspection.
- Water Heater - Average life expectancy of a electric Water Heater is 12 to 15 years.

Concerns and Observations:

- ✓ [Hose Bibb](#)

In Working Order

.Tested

Location Exterior: Ground View



⚠ Irrigation System

Not Working

Not Working

Location Exterior: Ground View

Suggested Action Recommend having an irrigation specialist evaluate the entire system.



✓ Main water valve

In Working Order

.Tested

Location Exterior: Ground View



✓ Plumbing Vent

⊗ Shower / Tub

Not Working

Spout diverter does not operate

Location	3rd Bathroom
Suggested Action	Replace the tub spout including the diverter
Other Information	The spout diverter is the knob you pull to divert the water from the tub faucet to the shower head



Minor Concern

Grout is cracking

Location	Master Bathroom
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In Working Order

.Tested

Location Master Bathroom, 3rd Bathroom





✓ Sink

Minor Concern

Drain stop is missing

Location	3rd Bathroom
Suggested Action	Replace the drain stop



Minor Concern

Faucet is loose

Location	2nd Bathroom
Suggested Action	Have properly secured to the countertop.



Minor Concern

Rusted

Location	Master Bathroom
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In Working Order

.Tested

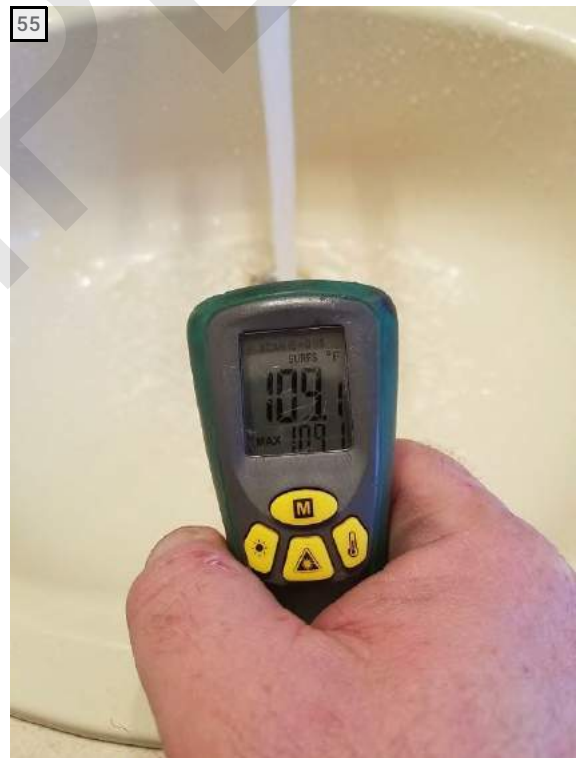
Location Kitchen



In Working Order

.Tested temperature

Location Master Bathroom, Kitchen, 2nd Bathroom, 3rd Bathroom





✓ Stand-alone Shower

Minor Concern

Caulking is deteriorated

Location 2nd Bathroom



In Working Order

.Tested

Location Master Bathroom, 2nd Bathroom



✓ Toilet

In Working Order

.Tested

Location Master Bathroom, 2nd Bathroom, 3rd Bathroom



✓ **Water Heater**

In Working Order

.Tested

Location **Attached Garage**



✓ Water Pipe

In Working Order

.Inspected

Location Master Bathroom, Kitchen, Laundry Room / Mudroom, 2nd Bathroom, 3rd Bathroom





⊘ Water softener

Roof

Save money on roofing material and repair

Descriptions:

Roof Material

This confidential inspection prepared exclusively
for . 256 Sample Ave, Tampa, FL 33621

- Age of Roof: 15 - 20 years
- Roof Material: Asphalt (Architectural)

Disclaimers:

- Roof Material - Average life of Asphalt Shingle roof is 20 to 25 years.

Concerns and Observations:

- ✓ Roof Flashing
- ✓ Roof Material

In Working Order

Permit #: 418916 11/25/2002

Location Exterior: Roof View





Room Components

Save money on windows, doors and flooring and repair

Descriptions:

Exterior door

- Materials: Glass, Metal

Overhead Door

- Material: Steel

Concerns and Observations:

- ✓ Attic Entry
- ✓ Attic Ladder
- ✓ Cabinet

In Working Order

.Inspected

Location Kitchen



- ✓ Ceiling
- ✓ Countertop

Minor Concern

Caulking or sealant is missing

Location Kitchen



- ⊗ Exterior door

Not Working

Handle or door knob is damaged / missing

Location	Family Room
Suggested Action	Replace the handle



Minor Concern

Does not open/close properly.

Location	Family Room
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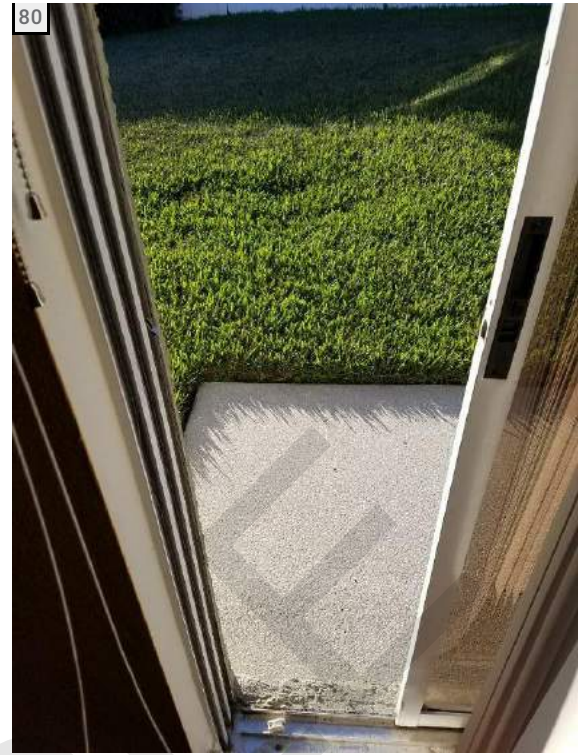


In Working Order

. Tested

Location Master Bedroom, Family Room, Kitchen, Living Room





✓ Floor

Minor Concern

Missing threshold between differing floor materials

Location Master Bathroom, 2nd Bathroom, 3rd Bathroom
Impact Without a threshold, the transition between floor materials is unattractive and may become a trip hazard

Suggested Action If it is concerning, install a threshold

Other Information A threshold creates a safer transition between flooring material



- ✓ Garage door opener
- ✓ Interior Door

Minor Concern

Missing/Damaged door stop.

Location	3rd Bathroom
Impact	Door stops prevent damage to both walls and doors.
Suggested Action	Install a door stop.



- ✓ Interior Service Door
- ✓ Interior Trim
- ✓ Overhead Door
- ✓ Screen

Minor Concern

Torn or damaged

Location	2nd Bedroom
Impact	Should the window be open, lacks protection from insects
Suggested Action	Replace the screen



Minor Concern

Caulking or sealant is deteriorated

Location Master Bathroom, 2nd Bathroom



Minor Concern

Cosmetic

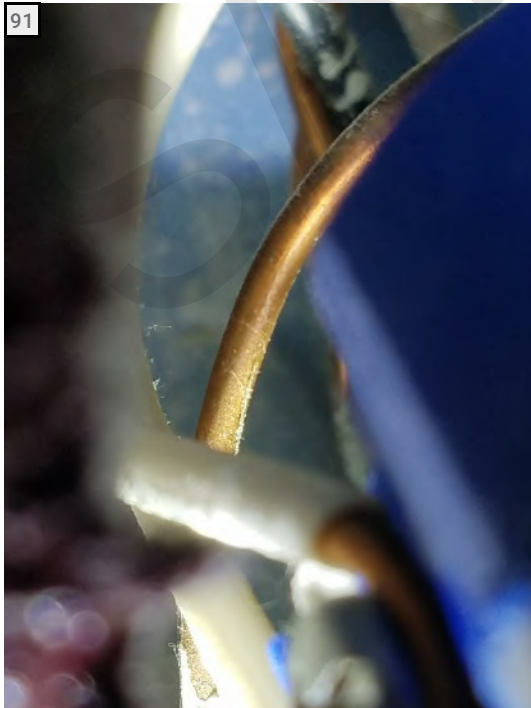
Location 3rd Bathroom



In Working Order

No evidence of Chinese drywall

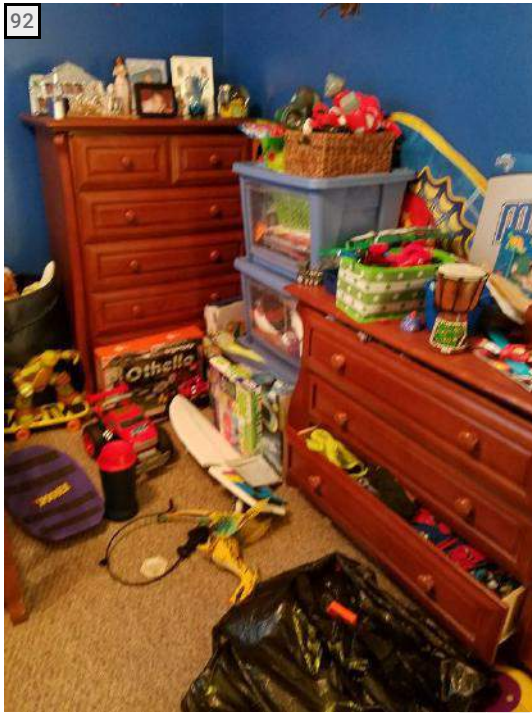
Location Dining Room



In Working Order

Obstructed view

Location 3rd Bedroom



Window

Moderate Concern

Does not open/close properly.

Location Den /Library/ Office



Minor Concern

Caulking or sealant is deteriorated

Location	Master Bathroom, 2nd Bedroom, 4th Bedroom
Impact	Without proper caulking, air, moisture and/or insect intrusion may occur
Suggested Action	Re-caulk all windows and doors where caulking has deteriorated

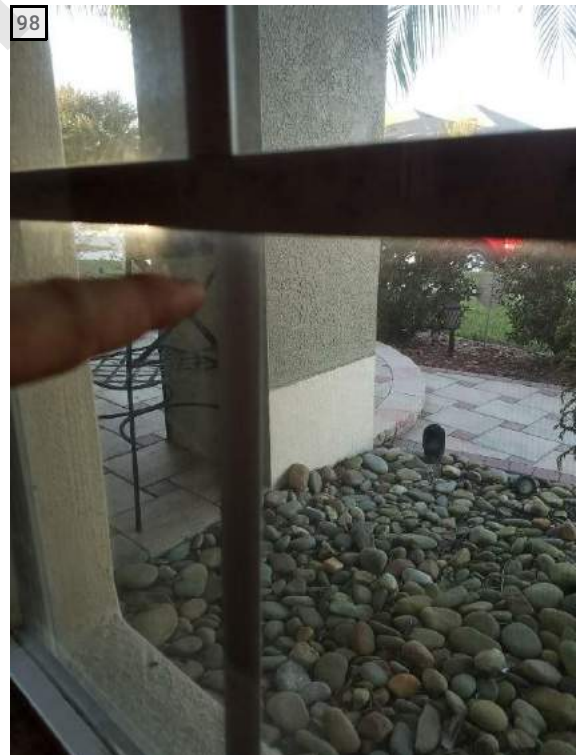




Cosmetic

Damaged

Location Den /Library/ Office





In Working Order

.Tested

Location Master Bathroom, Kitchen, Laundry Room / Mudroom, 2nd Bedroom, 4th Bedroom





In Working Order

Obstructed could not test

Location 3rd Bedroom



SAMPLE



Preliminary Title Report

A preliminary search of title provides a report to prospective buyers confirming chain of ownership and any exceptions to title.





Insured Title Agency

ITA File No.: **SAMPLE-PP**

INSURED TITLE AGENCY, LLC
13029 W. Linebaugh Avenue, Suite 102
Tampa, FL 33626

Phone: 813-855-3585

Fax: 813-855-5116

Website: www.insured-title.com

Email (for closing packages): orders@insured-title.com

Date:

Recipient: BABA Agent

Fax No:

Re: Preliminary Title Report

Comments: Attached is the Preliminary Title Report you requested. Please feel free to contact our office with any questions or concerns. We truly appreciate your business and we look forward to working with you to successfully close this transaction.

NOTE: This Preliminary Title Report is being provided free of charge and is for informational purposes only. It does not constitute a Commitment for Title Insurance. Upon execution of a Sales Contract between Buyer and Seller, please contact Insured Title Agency (ITA) in order to have the information updated. At that time, ITA will convert this report to a full Title Commitment and will provide you with everything needed in order to successfully close this transaction. Thank you very much for choosing ITA. It is a privilege to be working with you, and your satisfaction (and that of your client) is 100% guaranteed. Please feel free to contact the appropriate ITA office with any questions or concerns.

Respectfully,

Insured Title Agency



Insured Title Agency

13029 W. Linebaugh Ave., Suite 102
Tampa, FL 33626
Ph: 813-855-3585
Fx: 813-855-5116
www.insured-title.com

PRELIMINARY TITLE REPORT

SCHEDULE A

Date Issued:
ITA File No.: **SAMPLE-PP**

1. Effective Date:
2. The policy or policies to be issued (upon this report's conversion to a title commitment) are:

POLICY AMOUNT

- | | | |
|-----|---------------------------------------|---------------------|
| (a) | ALTA Owner's Policy - (10-17-92) | \$437,000.00 |
| | Proposed Insured: TBD Buyer(s) | |
| (b) | ALTA Loan Policy - (10-17-92) | \$437,000.00 |
| | Proposed Insured: TBD Lender | |

3. The estate or interest in the land described or referred to in this Report is:

Fee Simple

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in:

Barry Appleseed and Bonnie Appleseed, husband and wife

5. Legal description of the land:

Lot X, Block X, MANDOLIN PHASE 1, according to the plat thereof, as recorded in Plat Book XX, Page XX, of the public records of Hillsborough County, Florida.



Insured Title Agency

PRELIMINARY TITLE REPORT

SCHEDULE B - SECTION I

ITA File No.: **SAMPLE-PP**

Effective Date:

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed of record.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. **Properly drafted and recordable Warranty Deed from Barry Appleseed and Bonnie Appleseed, husband and wife to TBD Buyer(s).**
5. **Cancellation and Release of Mortgage executed by Michael B. Lawley and Kimberly S. Nash-Lawley, husband and wife to MERS for SunTrust Mortgage, dated 9/15/2015 and recorded 9/19/2015 in Book 23553, Page 1977, securing the principal sum of \$391,500.00.**
6. **The above Mortgage does not contain provisions for future advances.**
7. **Properly drafted, executed and recordable Mortgage executed by Eric A. Lebron, to Southwest Funding, LP ISAOA/ATIMA in the amount of \$162,011.00.**
8. **NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Mortgage. If the Individuals are unmarried, then indicate this on the Mortgage. If not homestead, then a statement to that effect must be reflected on the Mortgage.**
9. **Proof of payment of any outstanding assessments in favor of Hillsborough County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:**
10. **Any outstanding assessments in favor of Hillsborough County, Florida, any special taxing district and any municipality.**
11. **Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:**
12. **Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.**
13. **Proof of payment of any outstanding assessments in favor of Mandolin Homeowners Association, Inc**



Insured Title Agency

PRELIMINARY TITLE REPORT

SCHEDULE B - SECTION II

ITA File No.: **SAMPLE-PP**

Effective Date:

The policy or policies to be issued (upon this report's conversion to a commitment for title insurance) will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachments, easements, measurements, variation in area content, party walls or other facts which a correct survey of the premises would show.
4. Rights of parties in actual possession of all or any part of the premises.
5. Roads, Ways, Streams or easements, is any, not shown by the public record, riparian rights and the title to any filled in lands.
6. Taxes and assessments for the year 2016 and subsequent years.
7. **Covenants, conditions, restrictions and easements according to the Plat thereof recorded in Plat Book XX, Page XX of the said County Records.**
8. **Covenants, conditions, restrictions and easements according to the Declaration thereof recorded in O.R. Book 10561, Page XX of the said County Records.**
9. **Covenants, conditions, restrictions and easements according to the Declaration of Deed Restrictions thereof recorded in O.R. Book 11795, Page XX of the said County Records.**
10. **Conservation Easement recorded in Book XX and Page 1464.**
11. **General Taxes for the year(s) 2017 in the amount of \$1,421.77 are PAID.**
Address: 256 Sample Ave, Tampa, FL 33621
Parcel ID #: U-08-28-17-5N2-00000X-00001.0
Assessed Valuation: \$232,222.00
Property is located in the city of: Unincorporated Tampa
12. **24 Month Chain of Title**

Conveyance Deed executed by Former Owner to Barry Appleseed and Bonnie Appleseed, husband and wife dated 3/25/2008 and recorded 4/15/2008 in book 185XX and page 18XX.

NOTE: All recording references in this Preliminary Title Report shall refer to the Public Records of **Hillsborough** County, Florida, unless otherwise noted.

Please contact ITA at 813-855-3585 or via email at orders@insured-title.com with any questions or concerns. Upon acceptance of a

SCHEDULE B - SECTION II -- CONTINUED

Commitment No.: **SAMPLE-PP**

Sales Contract, please contact our office so that we may update the title search and convert this preliminary report to a Commitment of Title Insurance.

Thank You,

Insured Title Agency

SAMPLE

SAMPLE



Existing Owner's Policy

If available, seller provides a copy of the current owner's title insurance policy.





HOA/Condo Docs

If applicable, all recorded HOA and/or Condominium documents are provided to prospective buyers.



THIS IS NOT
CERTIFIED

INSTR # 2001014070
OR BK 10561 PG 0846
RECORDED 01/12/2001 04:26 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Howell

✓ This instrument prepared by and to be returned to
Roger A. Larson, Esq
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P A
911 Chestnut Street
Clearwater, FL 33756
(727) 461-1818

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MANDOLIN

THIS DECLARATION, made on the date hereinafter set forth by THE RYLAND GROUP, INC , a Maryland corporation, hereinafter referred to as "Declarant", whose mailing address is 26750 U S Highway 19 North, Suite 301, Clearwater, FL 33761

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference, and

WHEREAS, Declarant desires to create an exclusive residential community known as "MANDOLIN" on the **Exhibit "A"** land, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties, and, to this end, the Declarant desires to subject the real property described in **Exhibit "A"** to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property,

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created, and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, MANDOLIN HOMEOWNERS ASSOCIATION, INC , for the purpose of exercising the functions stated above, which association is not

intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes),

NOW, THEREFORE, the Declarant, hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the 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

Section 1 "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns

Section 2 "Articles" shall mean the Articles of Incorporation of the MANDOLIN HOMEOWNERS ASSOCIATION, INC , a Florida non-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof

Section 3 "Association" shall mean and refer to MANDOLIN HOMEOWNERS ASSOCIATION, INC , a Florida not for profit corporation, its successors and assigns

Section 4 "Board" shall mean the Board of Directors of the Association

Section 5 "Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof

Section 6 "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners The Common Areas to be owned by the Association at the time of conveyance of the first lot is described on **Exhibit "D"** attached hereto and incorporated herein by reference

Section 7 "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, roadways, certain boundary walls and entrance signs, if any, and street lighting on the roadways

Section 8 "Declarant" shall mean and refer to THE RYLAND GROUP, INC , a Maryland corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from THE RYLAND GROUP, INC , unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by THE RYLAND GROUP, INC as Declarant hereunder with regard thereto.

Section 9 "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MANDOLIN and any amendments or modifications thereof hereafter made from time to time

Section 10 "Dwelling" shall mean and refer to each and every single family residential unit constructed on any lot

Section 11 "Developer" shall mean and refer to The Ryland Group, Inc , A Maryland corporation, its successors and assigns

Section 12 "FHA" shall mean and refer to the Federal Housing Administration

Section 13 "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings

Section 14 "FNMA" shall mean and refer to the Federal National Mortgage Association

Section 15 "GNMA" shall mean and refer to the Government National Mortgage Association

Section 16 "HUD" shall mean and refer to the U S. Department of Housing and Urban Development

Section 17 "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank

Section 18 "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender

Section 19 "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa, the use of one gender shall include all genders, and the use of the term "including" shall mean "including

without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof

Section 20 "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified, provided, however, that "Lot" shall not mean any Common Area

Section 21 "Master Association" shall mean and refer to MANDOLIN MASTER ASSOCIATION, INC , a Florida not-for-profit corporation, its successor and assigns

Section 22 "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for MANDOLIN, together with any recorded amendments thereto, recorded in the Public Records of Hillsborough County, Florida

Section 23 "Master Plan" shall mean and refer to the Master Development Plan for MANDOLIN on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time

Section 24 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation The term "Owner" shall include Declarant for so long as Declarant shall hold title to any lot

Section 25 "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Dwellings, streets and roads, and land owned by the Association, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots

Section 26 "Plat" shall mean and refer to the plat of MANDOLIN PHASE 1 recorded in Plat Book 88 at Pages 45-1 through 45-16, inclusive, Public Records of Hillsborough County, Florida This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration

Section 27 "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration

Section 28 "VA" shall mean and refer to the Veterans Administration

ARTICLE II - PURPOSE

Section 1 Operation, Maintenance and Repair of Common Area The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System ("SWMS") as herein after defined, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties, to maintain the decorative entranceways, if any, to the Properties and streets within the Properties, to maintain and repair the exterior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties, to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain, to pay for the costs of street lighting for Common Areas if required, within the Properties, or other areas designated by the Board of Directors and to maintain, operate and repair and replace any and all "tot lots" located within the properties, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration

Section 2 Citrus Park Boulevard It shall be the responsibility of the Master Association, if necessary, to care for the boulevard, its landscaping and irrigation and the repair, replacement and maintenance of such landscaped and irrigated areas within the right of way of Citrus Park Boulevard, as depicted on the "cross hatched" area of Exhibit "H" attached hereto, and the cost of such maintenance, repair and replacement shall be a Common Expense

Section 3 Expansion of Common Area Additions to the Common Area may be made in accordance with the terms of Article XII, Section 12 of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas

Section 4 Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense

ARTICLE III – EASEMENTS

Section 1 Easements Reserved in Common Area The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area, Lots, or any of the Properties for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties and do not interfere with the dwellings thereon. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time. The Declarant also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 2 Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

Section 3 Easement for Maintenance of Boundary Walls The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or the Lots or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of boundary wall maintenance, if any, under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. There are reserved and established reciprocal appurtenant easements between the lands adjacent to either side of a boundary wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 4 Easements Established and Reserved for Utilities and Drainage

(a) There is hereby established and reserved perpetual easements for the installation and maintenance of utilities and drainage areas in favor of the Declarant, Association and Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, Association and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or

as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no permanent improvements, including but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, utility sheds, poles, fences, sprinkler systems, trees, shrubs, plants and landscaping, except as approved by the County of Hillsborough and no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures which obstruct the free flow of drainage shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. Any such structures or improvements shall be erected at the risk of the Owner. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) The Declarant, for itself and its successors and assigns the Master Association and for the Association hereby reserves a perpetual easement ten (10) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets and a perpetual non-exclusive easement or access over such lots for the purpose of construction, maintenance, repair and replacement of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Master Association or the Association, as the case may be, shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the exterior and interior portions of such wall or fence and monuments in a neat and aesthetic condition.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their

present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties, provided, however, that the creation thereof does not adversely affect the use of any Lot

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist

(h) If ingress and egress to any dwelling is through the common area, any conveyance or encumbrance of the common area is subject to the Owner's easement for ingress, egress and utilities

(i) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties

ARTICLE IV –
SURFACE WATER MANAGEMENT SYSTEM,
WETLAND AND WILD LIFE HABATAT

Section 1 **Surface Water Management Systems, Lakes and Wet Retention Ponds** The Association unless delegated to the Master Association, shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds in the Properties. All SWMS within the Properties which are accepted by or constructed by the Association, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be a Common Expense

(a) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner or the Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water

management area, including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Association.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(d) All SWMS and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association, unless delegated to the Master Association. The Association or the Master Association, as the case may be, may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District ("SWFWMD"), the Association and the Declarant, its successors and assigns.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

Section 2 Proviso Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all the Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. SWFWMD shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

Section 3 Provision for Budget Expense In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

Section 4 Wetland Conservation Area Some Lots may abut or contain Wetland Conservation Areas which are protected under the Hillsborough County Land Development Code, as amended, the Hillsborough County Environmental Protection Act, Chapter 84-446, and Rules of the Environmental Protection Commission of Hillsborough County, Chapter 1-11. The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the Environmental Protection Commission of Hillsborough County (the "EPC"). Unless authorized in writing by the EPC, and unless specifically conforming to the Management Plan developed and adopted by the EPC:

- (a) No structures or construction of any kind may be erected
- (b) No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted
- (c) No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats, (iii) existing biosystems or ecosystems, or (iv) recovery of an impaired system

(d) No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas

Section 5 Significant Upland Wildlife Habitat Conservation Area The Significant Upland Wildlife Habitat Conservation Area is protected by the Hillsborough County Land Development Code, Natural Resources Regulations, as amended, and must be retained in a natural state. No filling, excavating, removal of vegetation or construction of permanent structures or other impervious surfaces shall occur within the Significant Upland Wildlife Habitat Conservation Area unless specifically conforming to a wildlife management plan as approved by the Hillsborough County Planning and Growth Management Department.

ARTICLE V -PROPERTY RIGHTS OF OWNER

Section 1 Owners' Easements of Enjoyment Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area,

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area,

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular annual assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations,

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles,

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles, and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles

Section 2 Delegation of Use Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot

Section 3 Title to Common Area The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record

ARTICLE VI- MEMBERSHIP AND VOTING RIGHTS

Section 1 Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

Section 2 Membership Classifications The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A Class A members shall be all Owners of Lots subject to assessment, provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) Class B The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

(c) Termination of Class B From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

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ARTICLE XIII
COMMUNITY DEVELOPMENT DISTRICT
AND THE MASTER ASSOCIATION

Section 1 Community Development District The Master Plan for development of the Mandolin Project consists of the real property set forth and described on Exhibit "G" attached ("Mandolin Project") The Mandolin Project consists of a subdivision, Mandolin, consisting of single family detached dwellings, a project of multifamily dwellings and a commercial area The Developer reserves the right to submit these lands to the obligations of a Community Development District in accordance with Chapter 190 Florida Statutes or the Master Association and the Master Declaration In addition the Developer hereby reserves the right to add additional properties abutting the Mandolin Project to the Community Development District This reservation in the Developer shall not create an obligation to commit the Mandolin Project or any additional properties to the Community Development District

Section 2 Obligations for Maintenance In the event the public common areas and the wearing surface of the roadways of the Mandolin Project are not committed to a Community Development District, the maintenance, repair, replacement, management and operation of such amenities shall be the responsibility of the Association or Master Association as the case may be (i.e. the roadways of the plat may be the responsibility of the Association and the roadways of Citrus Park Boulevard may be the responsibility of the Master Association) to the extent that they are not dedicated to a public authority The obligation of the Association or Master Association as the case may be may include, but not necessarily be limited to, roads, surface water management system, gates, guard stations, drainage and retention ponds, boulevards, and other similar amenities used in common by the Owners of the Mandolin Project

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 14th day of December, 2000

Signed, sealed and delivered
in the presence of

James B. Traxinger
Printed Name JAMES B. TRAXINGER

R. B. Hutterman
Printed Name R. B. Hutterman

Richard Sombrowski
Printed Name RICHARD SOMBROWSKI

KEVIN D. HOLT
Printed Name KEVIN D. HOLT

THE RYLAND GROUP, INC.
a Maryland corporation

By Marshall Gray
Printed Name MARSHALL GRAY
Its PRESIDENT - VICE President

Attest Connie C. Holt
Printed Name CONNIE C. HOLT

Its ASST. Secretary
(CORPORATE SEAL)

"DECLARANT"

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14TH day of DECEMBER, 2000, by MARSHALL GRAY and CONNIE C. HOLT as A.U. President and ASST. Secretary, respectively, of The Ryland Group, Inc, a Maryland corporation, on behalf of the corporation, who are personally known to me or who have produced _____ as identification

Sally J. Robinson
Notary Public
Printed Name SALLY J. ROBINSON
My commission expires

- Exhibit "A" - Legal Description
 - Exhibit "B" - Articles of Incorporation
 - Exhibit "C" - Bylaws
 - Exhibit "D" - Common Areas
 - Exhibit "E" - Fencing Specifications
 - Exhibit "F" - Eligible Properties
 - Exhibit "G" - Mandolin Project
 - Exhibit "H" - Citrus Park Boulevard
- #207748 v1 - Mandolin Declaration



Sally J Robinson
MY COMMISSION # CC941764 EXPIRES
June 4, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "B"

State of Florida



Department of State

I certify from the records of this office that MANDOLIN HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 8, 2000.

The document number of this corporation is N00000008079.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15 16, Florida Statutes, and authenticated by the code, 200A00062670-121200-N00000008079-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of December, 2000

Authentication Code: 200A00062670-121200-N00000008079-1/1

OR BK 10561 PG 0886



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

THIS IS NOT A

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CERTIFIED COPY

Florida Department of State

Division of Corporations

Public Access System

Katherine Harris, Secretary of State

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To

Division of Corporations

Fax Number : (850) 922-4001

From

Account Name : JOHNSON, BLAKELY, POPE, BOKER, RUPPEL & BURNS, P A

Account Number : 076666002140

Phone : (727) 461-1818

Fax Number : (727) 441-8617

FLORIDA NON-PROFIT CORPORATION

MANDOLIN HOMEOWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION OF MANDOLIN HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows

ARTICLE I - NAME

The name of this corporation is MANDOLIN HOMEOWNERS ASSOCIATION, INC , hereinafter called the "Association"

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 26750 U S Highway 19 North, Suite 301, Clearwater, FL 33761, which office may be changed from time to time by action of the Board of Directors

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be ROGER A LARSON, JOHNSON, BLAKELY, POPE, BOKOR, RUPPEL & BURNS, P A , 911 Chestnut Street, Clearwater, Florida 33756.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain real property, herein called the "Properties", described in that certain Declaration of Covenants, Conditions and Restrictions for MANDOLIN, now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein called the "Declaration", relating to the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance and architectural control of the Lots and Common Area within the Properties, and carrying out, enforcing and

Prepared by:
Roger A. Larson, Esquire
911 Chestnut Street
Clearwater, FL 33756
727-461-1818
FL Bar No. 0108435

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otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. For the foregoing purposes, this Association is empowered to

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided,

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association,

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association,

(4) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred,

(5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members,

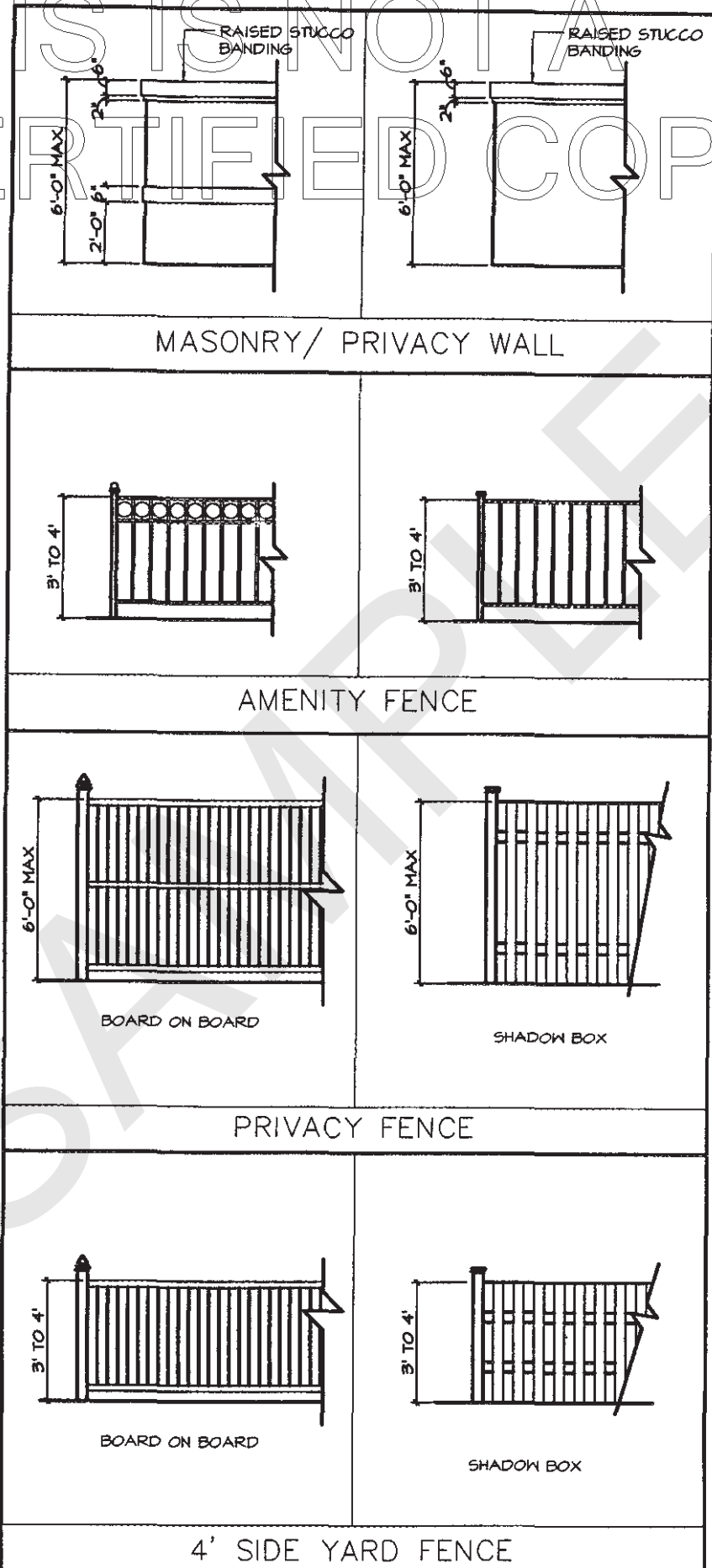
(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto,

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members,

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and

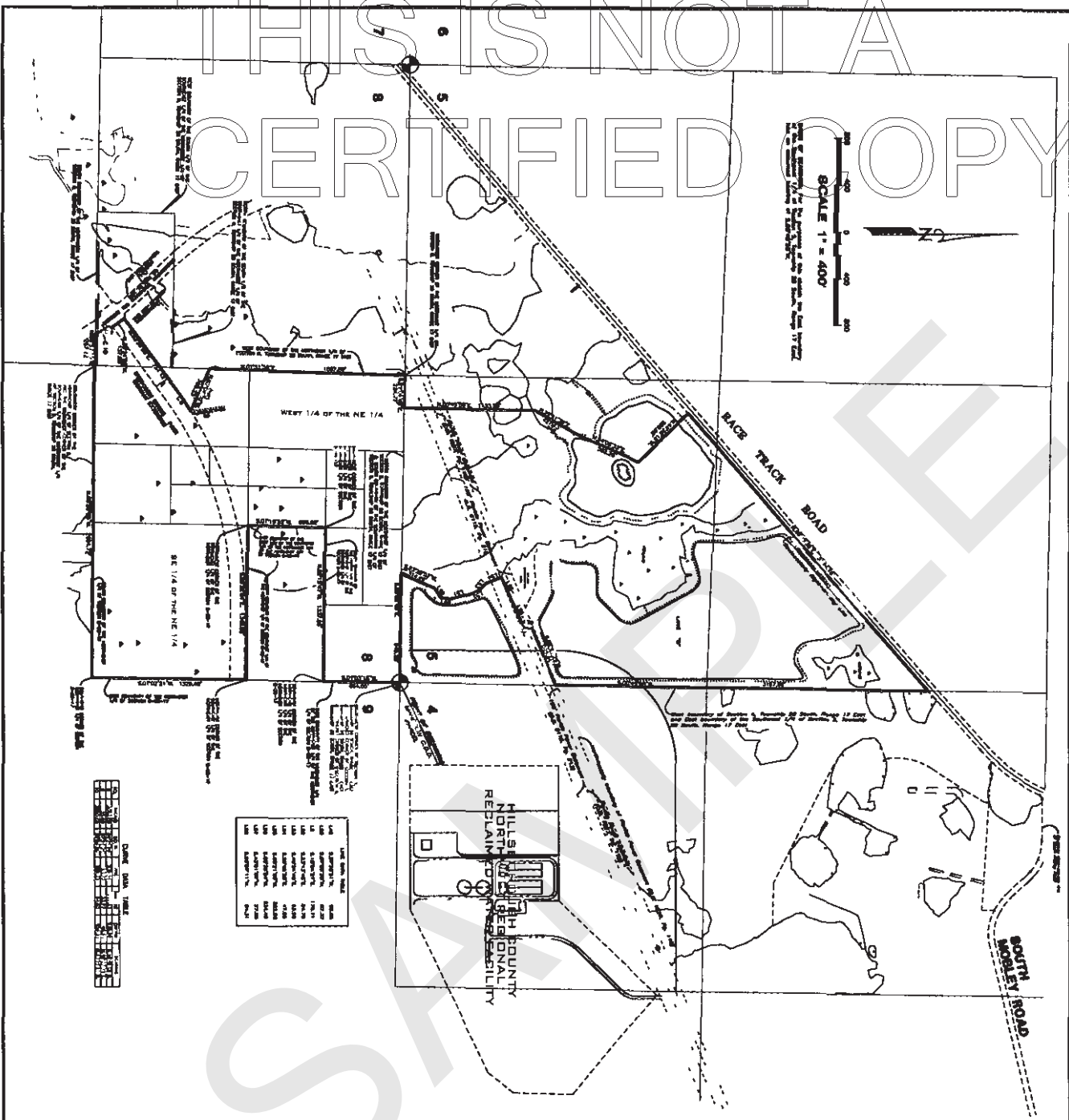
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ATTACHMENT "A" (APPROVED FENCE/WALL TYPES)

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NO.	REVISIONS	DATE
1	AS SHOWN	10/1/00

MANDOLIN CDD PARCEL

Report of for: **MANDOLIN CDD PARCEL**

DESCRIPTION
SKETCH
(Not a Survey)

Prepared by: **MANDOLIN CDD PARCEL**

Checked by: **MANDOLIN CDD PARCEL**

Approved by: **MANDOLIN CDD PARCEL**

Drawn by: **MANDOLIN CDD PARCEL**

Scale: **MANDOLIN CDD PARCEL**

Date: **MANDOLIN CDD PARCEL**

Sheet: **MANDOLIN CDD PARCEL**

Project: **MANDOLIN CDD PARCEL**

Client: **MANDOLIN CDD PARCEL**

Address: **MANDOLIN CDD PARCEL**

City: **MANDOLIN CDD PARCEL**

State: **MANDOLIN CDD PARCEL**

Zip: **MANDOLIN CDD PARCEL**

Phone: **MANDOLIN CDD PARCEL**

Fax: **MANDOLIN CDD PARCEL**

E-mail: **MANDOLIN CDD PARCEL**

Web: **MANDOLIN CDD PARCEL**

URL: **MANDOLIN CDD PARCEL**

IP: **MANDOLIN CDD PARCEL**

MAC: **MANDOLIN CDD PARCEL**

Serial: **MANDOLIN CDD PARCEL**

Model: **MANDOLIN CDD PARCEL**

Version: **MANDOLIN CDD PARCEL**

Build: **MANDOLIN CDD PARCEL**

Release: **MANDOLIN CDD PARCEL**

Service Pack: **MANDOLIN CDD PARCEL**

Language: **MANDOLIN CDD PARCEL**

Architecture: **MANDOLIN CDD PARCEL**

Platform: **MANDOLIN CDD PARCEL**

Processor: **MANDOLIN CDD PARCEL**

Memory: **MANDOLIN CDD PARCEL**

Storage: **MANDOLIN CDD PARCEL**

Network: **MANDOLIN CDD PARCEL**

Security: **MANDOLIN CDD PARCEL**

Performance: **MANDOLIN CDD PARCEL**

Reliability: **MANDOLIN CDD PARCEL**

Availability: **MANDOLIN CDD PARCEL**

Scalability: **MANDOLIN CDD PARCEL**

Flexibility: **MANDOLIN CDD PARCEL**

Interoperability: **MANDOLIN CDD PARCEL**

Portability: **MANDOLIN CDD PARCEL**

Z2

H O A MAINTAINED

(PROPOSED)
MANDOLIN PHASE 2A

MANDOLIN PHASE 1
(Pg 38 Pg 43)

MANDOLIN PHASE I
(P.B. 88 Pp 45)

(PROPOSED)
MANDOLIN PHASE 2B

WINDSOR PLACE AT
CITRUS PARK PHASE I
(P.B. 89 PG. 16)

PROPOSED
WINDSOR PARK PHASE 1

Tampa & Fort Myers

CIVIL ENGINEERING Tampa Office

PLANNING

DAVE YING

ENVIRONMENTAL PERMITTING

LANDSCAPE ARCHITECTURE

FAX 013 253-2478

EXHIBIT "H"

THIS IS NOT
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INSTR # 2001014070
OR BK 10561 PG 0846
RECORDED 01/12/2001 04:26 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Howell

✓ This instrument prepared by and to be returned to
Roger A. Larson, Esq
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P A
911 Chestnut Street
Clearwater, FL 33756
(727) 461-1818

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MANDOLIN

THIS DECLARATION, made on the date hereinafter set forth by THE RYLAND GROUP, INC , a Maryland corporation, hereinafter referred to as "Declarant", whose mailing address is 26750 U S Highway 19 North, Suite 301, Clearwater, FL 33761

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference, and

WHEREAS, Declarant desires to create an exclusive residential community known as "MANDOLIN" on the **Exhibit "A"** land, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties, and, to this end, the Declarant desires to subject the real property described in **Exhibit "A"** to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property,

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created, and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, MANDOLIN HOMEOWNERS ASSOCIATION, INC , for the purpose of exercising the functions stated above, which association is not

intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes),

NOW, THEREFORE, the Declarant, hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the 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

Section 1 "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns

Section 2 "Articles" shall mean the Articles of Incorporation of the MANDOLIN HOMEOWNERS ASSOCIATION, INC , a Florida non-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof

Section 3 "Association" shall mean and refer to MANDOLIN HOMEOWNERS ASSOCIATION, INC , a Florida not for profit corporation, its successors and assigns

Section 4 "Board" shall mean the Board of Directors of the Association

Section 5 "Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof

Section 6 "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners The Common Areas to be owned by the Association at the time of conveyance of the first lot is described on **Exhibit "D"** attached hereto and incorporated herein by reference

Section 7 "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, roadways, certain boundary walls and entrance signs, if any, and street lighting on the roadways

Section 8 "Declarant" shall mean and refer to THE RYLAND GROUP, INC , a Maryland corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from THE RYLAND GROUP, INC , unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by THE RYLAND GROUP, INC as Declarant hereunder with regard thereto.

Section 9 "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MANDOLIN and any amendments or modifications thereof hereafter made from time to time

Section 10 "Dwelling" shall mean and refer to each and every single family residential unit constructed on any lot

Section 11 "Developer" shall mean and refer to The Ryland Group, Inc , A Maryland corporation, its successors and assigns

Section 12 "FHA" shall mean and refer to the Federal Housing Administration

Section 13 "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings

Section 14 "FNMA" shall mean and refer to the Federal National Mortgage Association

Section 15 "GNMA" shall mean and refer to the Government National Mortgage Association

Section 16 "HUD" shall mean and refer to the U S. Department of Housing and Urban Development

Section 17 "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank

Section 18 "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender

Section 19 "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa, the use of one gender shall include all genders, and the use of the term "including" shall mean "including

without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof

Section 20 "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified, provided, however, that "Lot" shall not mean any Common Area

Section 21 "Master Association" shall mean and refer to MANDOLIN MASTER ASSOCIATION, INC , a Florida not-for-profit corporation, its successor and assigns

Section 22 "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for MANDOLIN, together with any recorded amendments thereto, recorded in the Public Records of Hillsborough County, Florida

Section 23 "Master Plan" shall mean and refer to the Master Development Plan for MANDOLIN on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time

Section 24 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any lot

Section 25 "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Dwellings, streets and roads, and land owned by the Association, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots

Section 26 "Plat" shall mean and refer to the plat of MANDOLIN PHASE 1 recorded in Plat Book 88 at Pages 45-1 through 45-16, inclusive, Public Records of Hillsborough County, Florida. This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration

Section 27 "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration

Section 28 "VA" shall mean and refer to the Veterans Administration

ARTICLE II - PURPOSE

Section 1 Operation, Maintenance and Repair of Common Area The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System ("SWMS") as herein after defined, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties, to maintain the decorative entranceways, if any, to the Properties and streets within the Properties, to maintain and repair the exterior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties, to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain, to pay for the costs of street lighting for Common Areas if required, within the Properties, or other areas designated by the Board of Directors and to maintain, operate and repair and replace any and all "tot lots" located within the properties, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration

Section 2 Citrus Park Boulevard It shall be the responsibility of the Master Association, if necessary, to care for the boulevard, its landscaping and irrigation and the repair, replacement and maintenance of such landscaped and irrigated areas within the right of way of Citrus Park Boulevard, as depicted on the "cross hatched" area of Exhibit "H" attached hereto, and the cost of such maintenance, repair and replacement shall be a Common Expense

Section 3 Expansion of Common Area Additions to the Common Area may be made in accordance with the terms of Article XII, Section 12 of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas

Section 4 Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense

ARTICLE III – EASEMENTS

Section 1 Easements Reserved in Common Area The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area, Lots, or any of the Properties for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties and do not interfere with the dwellings thereon. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time. The Declarant also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 2 Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

Section 3 Easement for Maintenance of Boundary Walls The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or the Lots or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of boundary wall maintenance, if any, under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. There are reserved and established reciprocal appurtenant easements between the lands adjacent to either side of a boundary wall for lateral and subjacent support, and for encroachments caused by the unwilling placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 4 Easements Established and Reserved for Utilities and Drainage

(a) There is hereby established and reserved perpetual easements for the installation and maintenance of utilities and drainage areas in favor of the Declarant, Association and Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, Association and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or

as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no permanent improvements, including but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, utility sheds, poles, fences, sprinkler systems, trees, shrubs, plants and landscaping, except as approved by the County of Hillsborough and no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures which obstruct the free flow of drainage shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. Any such structures or improvements shall be erected at the risk of the Owner. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) The Declarant, for itself and its successors and assigns the Master Association and for the Association hereby reserves a perpetual easement ten (10) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets and a perpetual non-exclusive easement or access over such lots for the purpose of construction, maintenance, repair and replacement of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Master Association or the Association, as the case may be, shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the exterior and interior portions of such wall or fence and monuments in a neat and aesthetic condition.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their

present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties, provided, however, that the creation thereof does not adversely affect the use of any Lot

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist

(h) If ingress and egress to any dwelling is through the common area, any conveyance or encumbrance of the common area is subject to the Owner's easement for ingress, egress and utilities

(i) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties

ARTICLE IV –
SURFACE WATER MANAGEMENT SYSTEM,
WETLAND AND WILD LIFE HABATAT

Section 1 **Surface Water Management Systems, Lakes and Wet Retention Ponds** The Association unless delegated to the Master Association, shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds in the Properties. All SWMS within the Properties which are accepted by or constructed by the Association, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be a Common Expense

(a) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner or the Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water

management area, including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Association.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(d) All SWMS and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association, unless delegated to the Master Association. The Association or the Master Association, as the case may be, may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District ("SWFWMD"), the Association and the Declarant, its successors and assigns.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

Section 2 Proviso Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all the Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. SWFWMD shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

Section 3 Provision for Budget Expense In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

Section 4 Wetland Conservation Area Some Lots may abut or contain Wetland Conservation Areas which are protected under the Hillsborough County Land Development Code, as amended, the Hillsborough County Environmental Protection Act, Chapter 84-446, and Rules of the Environmental Protection Commission of Hillsborough County, Chapter 1-11. The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the Environmental Protection Commission of Hillsborough County (the "EPC"). Unless authorized in writing by the EPC, and unless specifically conforming to the Management Plan developed and adopted by the EPC:

- (a) No structures or construction of any kind may be erected
- (b) No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted
- (c) No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats, (iii) existing biosystems or ecosystems, or (iv) recovery of an impaired system

(d) No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas

Section 5 Significant Upland Wildlife Habitat Conservation Area The Significant Upland Wildlife Habitat Conservation Area is protected by the Hillsborough County Land Development Code, Natural Resources Regulations, as amended, and must be retained in a natural state. No filling, excavating, removal of vegetation or construction of permanent structures or other impervious surfaces shall occur within the Significant Upland Wildlife Habitat Conservation Area unless specifically conforming to a wildlife management plan as approved by the Hillsborough County Planning and Growth Management Department.

ARTICLE V -PROPERTY RIGHTS OF OWNER

Section 1 Owners' Easements of Enjoyment Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area,

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area,

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular annual assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations,

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles,

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles, and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles

Section 2 Delegation of Use Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot

Section 3 Title to Common Area The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record

ARTICLE VI- MEMBERSHIP AND VOTING RIGHTS

Section 1 Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

Section 2 Membership Classifications The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A Class A members shall be all Owners of Lots subject to assessment, provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) Class B The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

(c) Termination of Class B From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

- (i) When 75% of the Lots are conveyed to Owners, other than Declarant, or
- (ii) On December 31, 2010, or
- (iii) When the Declarant waives in writing its right to Class B membership

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article X hereof, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE VII -RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1 **Responsibilities** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article I hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2 **Manager** The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3 **Personal Property for Common Use** The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4 Insurance The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5 Implied Rights The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6 Common Expense The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

Section 7 Suspension of Use Rights, Levy of Fines The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

Section 8 Litigation Notwithstanding the powers granted to the Association pursuant to Florida Statute Chapter 720, The Association may not initiate an action *de novo*, or by cross claim, or third party complaint, at law or in equity against the Declarant unless the members of the Association entitled to cast votes have approved such action by a vote of 75% of all of the voting membership in the Association, at a duly called meeting of the membership of the Association. This

prohibition and/or limitation shall not be construed, however, to preclude the Association from responding to a counterclaim, crossclaim or third party complaint where the Association has been brought as a party in such litigation nor shall it be interpreted to preclude an action on behalf of the Association against a member, other than the Declarant, or occupant, other than the Declarant, to enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions

ARTICLE VIII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation for Assessments

The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges and charges for Common Expenses, and (2) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Additionally, there shall be a one time capital contribution fee of One Hundred Fifty and no/100 Dollars (\$150 00) which shall be paid by each Owner at the time of closing of title on their Lot, and such payment shall be paid to the Association to fund its initial operating account.

Section 2 Purpose of Assessments The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes and assessments made or levied against the Common Area, the procurement and maintenance of insurance, the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association, the maintenance, repair and replacement of boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority, and such other needs as may arise.

Section 3 Maximum Annual Assessment for Common Expenses

(a) Initial Assessment Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual Common Expenses assessment per Lot shall be One Hundred Fifty and no/100 Dollars (\$150 00)

(b) Standard Increases From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the Members

(c) Special Increases From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above by a vote of two-thirds (2/3) of each class of Voting Members at a meeting duly called for this purpose

(d) Duty of Board to Fix Amount The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section

(e) Increase as a result of failure of the CDD In the event the Association shall have to maintain, repair and replace any portions of the property originally intended to be a part of the CDD as defined in Article XIII, then in such event the maximum annual assessment for Common Expenses shall increase notwithstanding the limitation set forth in paragraph (a) herein

Section 4 Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose

Section 5 Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4 Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty (30%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same

notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast twenty (20%) percent of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting

Section 6 Declarant's Common Expenses Assessment Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7 Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8 Date of Commencement of Annual Assessments Due Dates The annual assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first lot from the Declarant to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common

Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 9 Lien for Assessments All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10 Effect of Nonpayment of Assessments Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. 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.

Section 11 Foreclosure The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12 Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first

mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot, provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VI. Mortgagees are not required to collect assessments.

Section 14 Special Assessment for Maintenance Obligations of Owners In the event an Owner shall fail to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VI.

Section 15 Certificate of Amounts Due The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 16 Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

Section 17 Visual Security Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the

assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 18 Community Bulletin Board Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

ARTICLE IX - HUD AND VA APPROVAL

Section 1 HUD, FHA or VA Approval Provided the Properties have been approved by either HUD, FHA or VA, then as long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas,
- (b) Amendment of the Articles of Incorporation of the Association,
- (c) Amendment of the Bylaws of the Association,
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration, and
- (f) Annexation of additional properties

Section 2 FNMA Requirements Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of

(a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable,

(b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days,

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association,

(d) any proposed action which would require the consent of a specified percentage of mortgage holders

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made

ARTICLE X - USE RESTRICTIONS

Section 1 Residential Use All of the Subdivision shall be known and described as residential property and no more than one detached, single-family Dwelling may be constructed on any Lot, except that more than one Lot may be used for one Dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article

Section 2 Structures No residence shall be erected nearer than fifteen (15) feet from a front Street Line or twenty (20) feet from a side Street Line No garage shall be erected nearer than twenty (20) feet from a front Street Line or twenty (20) feet from a side Street Line No Structure shall be erected nearer than five (5) feet from a Side Yard Line or nearer than fifteen (15) feet from a Rear Yard Line A swimming pool may not be located in the Front Yard of any Lot The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Hillsborough County Zoning Regulations in effect as of the date of the recording of this Declaration, provided, however, the term "Structure" shall not include a fence The terms, "Side Yard Line" and "Rear Yard Line" and the placement of fences or walls shall be in accordance with and are as used in **Exhibit "E"** attached hereto and incorporated herein by reference Above ground swimming pools are prohibited

Section 3 Dwelling No Dwelling shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened area, open porches, terraces, patios and garages All Dwellings shall have at least one (1) inside bath A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin All Dwellings shall have at least a two (2) car garage attached to and made part of the Dwelling No Dwelling shall exceed two and one-half (2 1/2) stories nor thirty-five (35) feet in height All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns Each Dwelling shall have a shrubbery planting in front of the Dwelling

Section 4 Lot Owner's Responsibility for Boundary Walls Lot Owners other than Declarant shall not alter or modify any boundary wall, including, without limitation, the color of such boundary wall. The responsibility for the maintenance, repair or replacement of a boundary wall shall be the Association

Section 5 Use of Accessory Structures Other than the Dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose, provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with its operations. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties

Section 6 Commercial Uses and Nuisances No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease, nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2010, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own

Section 7 Animals No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot, and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog or cat must be on a leash and in full physical control by the Owner or Owner's family member at all times when the dog or cat is outside of the Owner's Lot. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property

Section 8 Fences, Walls and Hedges Construction or planting of any fence, wall or hedge must be approved by the Design Review Board in accordance with Article IX of this Declaration. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated as "areas where fences are prohibited" in **Exhibit "E"**, provided, further, that no perimeter fences, walls or hedges along property lines shall be allowed, and that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in Subsection 5(c) of Article III. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, such fence, wall or hedge shall be constructed consistent with **Exhibit "E"**.

Section 9 Vehicles The parking or storage of automobiles except in designated areas of the Properties is prohibited without express prior written permission of the Association. Vehicles are to be parked in the garage and if more than one vehicle is used by the Owner then the remaining vehicle must be parked in the driveway of the Lot. The overnight parking of vehicles of any kind is prohibited on the Common Area, except in areas designated as parking areas by the Association, provided, however that the overnight parking of any of the following vehicles is prohibited upon any areas of the Properties: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton unless parked fully within a closed garage. The provisions hereof shall not apply to Declarant or Developer, and their invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

No inoperable vehicle may be parked on the Common Area, or on the Property, including, without limitation, designated parking areas. The Board may appoint a committee of a minimum of two (2) Members to police the Common Area and the property. The committee shall make inquiries to attempt to determine the ownership of any inoperable vehicle, and present a written report to the Board. The Board, in its sole discretion, shall determine if a vehicle is inoperable in the event one of the following conditions occur: (i) the vehicle does not have a current license tag from the Florida Department of Motor Vehicles or the proper licensing authority of one of the other United States or a foreign country, or (ii) the vehicle has not been moved for a period of at least seven (7) days. In the event the Board determines a vehicle is inoperable, and it has been able to determine ownership of the vehicle, the Board shall deliver a notice to such owner giving the owner seven (7) days to register the vehicle with the proper licensing authority or to remove the vehicle from the Common Area and the Property. In the event the Board is unable to determine the ownership of the vehicle, it shall place such notice on the windshield of such vehicle. In the event the owner of the inoperable vehicle fails to correct the situation within such 7 day period, the Board may have such vehicle towed away. The cost of towing, storage, any impound fees, and all costs and expenses incurred by the Association in connection with such vehicle shall be the sole cost of the owner of the vehicle. All sums so incurred by the Association, together with interest and all costs and expenses of

collection, shall be secured by a continuing lien on such Owner's Lot in favor of the Association

Section 10 Storage No Lot shall be used for the storage of rubbish Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view

Section 11 Clothes Hanging and Drying All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side dwelling line All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes

Section 12 Antennas and Roof Structures No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C F R Part 1, Subpart S, Section 1 4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Dwelling and surrounding landscape Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

Section 13 Street Lighting In accordance with Article I, Section 7 and Article II, Section 1, hereof, the cost of street lighting shall be a common expense of the Association

Section 14 Lot and Dwelling Upkeep All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed The Owner of each Lot shall maintain the Dwelling located thereon in good repair, including, but not limited to the exterior paint and appearance of the Dwelling No Owner may change the original color of the exterior of his Dwelling without the prior written consent of the Design Review Board If an Owner of a Lot fails,

in the Board's sole discretion, to maintain their Lot or Dwelling as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot or Dwelling and said Owners shall reimburse Association for actual costs incurred therewith

Section 15 Window Treatments No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Dwelling

Section 16 Signs No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the Design Review Board. Any such request submitted to the Design Review Board shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground. Such sign shall contain no other wording than "For Sale" or "For Rent", 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. A standard real estate broker sign substantially meeting these requirements may be placed on the Lot without Design Review Board approval. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

Section 17 Trees No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows

- (a) With the express written consent of the Association
- (b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval
- (c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or

configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree

(d) It is the express intention of this Section 16 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 18 Prohibition of Certain Activities No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 19 Rules and Regulations No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 20 Flags and Flagpoles Other than the Declarant an Owner may display only one removable and portable United States flag on the Owner's Dwelling, provided the flag is displayed in a respectful way and may be subject to reasonable standards for size, placement, and safety, as adopted by the Association, consistent with Title 36 U.S.C. chapter 10 and any local ordinances.

ARTICLE XI - ARCHITECTURAL CONTROL

Section 1 Members of Committee The Design Review Board shall consist of three (3) members. The initial members of the Design Review Board shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Design Review Board shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Design Review Board.

Section 2. Purpose and Function of Design Review Board The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within MANDOLIN a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of

development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within MANDOLIN. Neither the Declarant nor the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual for MANDOLIN or this Declaration.

Section 3 All Improvements Subject to Approval No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other Improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other Improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

Section 4 Standards for Review and Approval Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other Improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the MANDOLIN community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for MANDOLIN.

Section 5 Design Standards and Design Review Manual for MANDOLIN The Design Review Board may develop, adopt, promulgate, publish and make available to all Owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a

manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Design Review Board as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the Design Review Board. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Design Review Board shall, in its discretion, determine. Such Design Review Manual shall be used by the Design Review Board and other affected persons only as a guide and shall not be binding upon the Design Review Board in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

Section 6 Procedure for Design Review The Design Review Board may develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the Design Review Manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Design Review Board, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Review Manual adopted by the Design Review Board pursuant to this Declaration. The initial Design Review Fee shall be Fifty Dollars (\$50.00). However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

Section 7 Time Limitation on Review The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board. The failure of the Design Review Board to either approve or disapprove

the same within such thirty (30) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials, subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Design Review Manual

Section 8 Duration of Approval Any approval of plans, specifications and other materials, whether by the Design Review Board or by the Declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Design Review Board on resubmission in any respect.

Section 9 Inspection of Construction Any member of the Design Review Board or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other Improvement located thereon, in order to inspect any building, structure or other Improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other Improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design Review Board.

Section 10 Evidence of Compliance Upon a request therefor from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other Improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such Lot and the Improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other Improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Design Review Board, the Design Review Board shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

Section 11 Interior Alterations Exempt Nothing contained in this Article shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration

of the interior of any building, structure or other Improvement constructed on Properties or Common Area after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement

Section 12 Declarant Exempt The Declarant shall be exempt from compliance with the provisions of this Article

Section 13 Exculpation for Approval or Disapproval of Plans The Declarant, any and all members of the Design Review Board and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Design Review Board, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the Design Review Board, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article

ARTICLE XII - GENERAL PLAN OF DEVELOPER

Section 1 General Plan of Development The Declarant has on file at its business office, presently located at 26750 U S Highway 19 North, Suite 301, Clearwater, FL 33761, a copy of the general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments, the approximate size and location of Common Area, if any, and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2 Deed Restrictions In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 3 Duration The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 4 Enforcement The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 5 Severability Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 6 Amendment. This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida by.

- (a) An instrument signed by the Declarant, as provided in Section 6 of this Article, or
- (b) A vote of two-thirds (2/3) of the Voting Members, at a meeting called for such purpose, or
- (c) An instrument signed by the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section, or
- (d) An instrument signed by two-thirds (2/3) of the Voting Members approving such amendment.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. No amendment of Article VII Section 8 shall be valid unless approved by seventy-five (75%) percent of the membership.

Section 7 Exception Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, so long as Declarant owns a Lot within the Properties, to make such changes,

modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Hillsborough County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 8 Notice Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 9 Assignments Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 10 Withdrawal Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 11 Warranties Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 12 Annexation**(a) Additions to Properties and General Plan**

(1) **Additions to the Properties** Additional land, which is described on **Exhibit "F"** attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association in the manner specified in this Section 12 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) **Procedure for Making Additions to the Properties** Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures,

(1) **Additions in Accordance with a Master Plan of Development** The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) **Mergers** Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant

to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose.

(c) General Provisions Regarding Additions to the Properties

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c(4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached Exhibit "A."

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, so long as The Ryland Group, Inc., its successors or assigns, shall only hold an option to purchase, and not have fee simple title to, any land which is proposed to be added to the Properties, such land may not be added to the Properties pursuant to this Article without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(5) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

~~(d) Voting Rights of the Declarant as to Additions to the Properties.~~
The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots thereof as is provided by this Declaration.

~~(e) Assessment Obligation of the Declarant as to Additions to the Properties~~ The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

Section 13 Expansion or Modification of Common Areas Additions or modifications to the Common Area may be made if not inconsistent with the General Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

Section 14 Master Association In addition to the terms of this Declaration, and the Articles and Bylaws of the Association, all Lots are also subject to the terms and provisions of the Master Declaration. All Owners automatically become members of the Master Association and are subject to the Master Declaration, Articles of Incorporation, Bylaws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

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ARTICLE XIII
COMMUNITY DEVELOPMENT DISTRICT
AND THE MASTER ASSOCIATION

Section 1 Community Development District The Master Plan for development of the Mandolin Project consists of the real property set forth and described on Exhibit "G" attached ("Mandolin Project") The Mandolin Project consists of a subdivision, Mandolin, consisting of single family detached dwellings, a project of multifamily dwellings and a commercial area The Developer reserves the right to submit these lands to the obligations of a Community Development District in accordance with Chapter 190 Florida Statutes or the Master Association and the Master Declaration In addition the Developer hereby reserves the right to add additional properties abutting the Mandolin Project to the Community Development District This reservation in the Developer shall not create an obligation to commit the Mandolin Project or any additional properties to the Community Development District

Section 2 Obligations for Maintenance In the event the public common areas and the wearing surface of the roadways of the Mandolin Project are not committed to a Community Development District, the maintenance, repair, replacement, management and operation of such amenities shall be the responsibility of the Association or Master Association as the case may be (i.e. the roadways of the plat may be the responsibility of the Association and the roadways of Citrus Park Boulevard may be the responsibility of the Master Association) to the extent that they are not dedicated to a public authority The obligation of the Association or Master Association as the case may be may include, but not necessarily be limited to, roads, surface water management system, gates, guard stations, drainage and retention ponds, boulevards, and other similar amenities used in common by the Owners of the Mandolin Project

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OR BK 10561 PG 0883

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 14th day of December, 2000

Signed, sealed and delivered
in the presence of

James B. Traxinger
Printed Name JAMES B. TRAXINGER

R. B. Hutterman
Printed Name R. B. Hutterman

Richard Sombrowski
Printed Name RICHARD SOMBROWSKI

KEVIN D. HOLT
Printed Name KEVIN D. HOLT

THE RYLAND GROUP, INC.
a Maryland corporation

By Marshall Gray
Printed Name MARSHALL GRAY
Its President - VICE President

Attest Connie C. Holt
Printed Name CONNIE C. HOLT

Its ASST. Secretary
(CORPORATE SEAL)

"DECLARANT"

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2000, by MARSHALL GRAY and CONNIE C. HOLT as A.U. President and ASST. Secretary, respectively, of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation, who are personally known to me or who have produced _____ as identification

Sally J. Robinson
Notary Public
Printed Name SALLY J. ROBINSON
My commission expires

Exhibit "A" - Legal Description
Exhibit "B" - Articles of Incorporation
Exhibit "C" - Bylaws
Exhibit "D" - Common Areas
Exhibit "E" - Fencing Specifications
Exhibit "F" - Eligible Properties
Exhibit "G" - Mandolin Project
Exhibit "H" - Citrus Park Boulevard
#207748 v1 - Mandolin Declaration



Sally J Robinson
MY COMMISSION # CC941764 EXPIRES
June 4, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT A

MANDOLIN PHASE 1
(PLAT)

DESCRIPTION: A parcel of land lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows.

From the Northeast corner of said Section 8, run thence along the North boundary of the Northeast 1/4 of said Section 8, N 89°05'49"W., 1666.73 feet to the **POINT OF BEGINNING**; thence S.10°00'00"E., 381.48 feet; thence S.75°46'49"E., 39.27 feet; thence S.12°00'00"W., 32.88 feet; thence S.51°54'42"W., 4.60 feet; thence S.47°19'53"W., 66.52 feet; thence S.64°22'39"W., 47.51 feet; thence S.53°15'17"W., 48.89 feet; thence S.65°00'00"E., 35.09 feet to a point of curvature; thence Southeasterly, 88.21 feet along the arc of a curve to the right having a radius of 225.00 feet and a central angle of 22°27'47" (chord bearing S.53°46'07"E., 87.65 feet) to a point of reverse curvature; thence Easterly, 34.24 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 78°27'47" (chord bearing S.81°46'07"E., 31.62 feet); thence S.31°33'04"E., 50.00 feet to a point on a curve; thence Southerly, 35.78 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 82°00'00" (chord bearing S.18°00'00"W., 32.80 feet) to a point of tangency; thence S.23°00'00"E., 69.64 feet to a point of curvature; thence Southeasterly, 29.23 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 67°00'00" (chord bearing S.56°30'00"E., 27.60 feet) to a point of tangency; thence EAST, 152.33 feet to a point on East boundary of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 8; thence along said East boundary, S.01°19'52"W., 599.98 feet to a point on the North boundary of the Southeast 1/4 of said Northeast 1/4 of Section 8; thence along said North boundary, S.89°22'04"E., 1340.80 feet to a point on the East boundary of said Section 8; thence along said East boundary, S.01°02'21"W., 255.95 feet; thence S.85°45'00"W., 613.20 feet to a point on a curve; thence Northwesterly, 74.89 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 57°12'37" (chord bearing N.61°01'09"W., 71.82 feet); thence S.00°22'32"W., 50.00 feet to a point on a curve; thence Southeasterly, 37.25 feet along the arc of said curve to the right having a radius of 25.00 feet and a central angle of 85°22'28" (chord bearing S.46°56'14"E., 33.90 feet) to a point of tangency; thence S.04°15'00"E., 89.60 feet; thence S.85°45'00"W., 320.00 feet; thence S.04°15'00"E., 280.00 feet; thence N.85°45'00"E., 100.00 feet; thence S.04°15'00"E., 115.00 feet; thence N.85°45'00"E., 5.00 feet; thence S.04°15'00"E., 165.00 feet; thence N.85°45'00"E., 205.00 feet; thence S.04°15'00"E., 336.89 feet to a point on the South

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boundary of said Northeast 1/4 of Section 8; thence along said South boundary, N.89°29'25"W., 743.62 feet; thence N.20°00'00"W., 1073.68 feet to a point on a curve; thence Westerly, 88.01 feet along the arc of a curve to the left having a radius of 2938.00 feet and a central angle of 01°42'59" (chord bearing S.69°08'30"W., 88.01 feet); thence S.40°12'27"E., 52.61 feet; thence S.35°32'40"W., 21.09 feet; thence S.56°02'21"W., 75.52 feet; thence N.23°00'54"W., 76.34 feet to a point on a curve; thence Southwesterly, 676.35 feet along the arc of said curve to the left having a radius of 2938.00 feet and a central angle of 13°11'24" (chord bearing S.60°11'42"W., 674.86 feet) to a point of tangency; thence S.53°36'00"W., 751.12 feet to a point on the Northeasterly right-of-way line of COUNTRYWAY BOULEVARD, as recorded in Official Record Book 9464, Page 1688, Public Records of Hillsborough County, Florida; thence along said Northeasterly right-of-way line, N.36°24'00"W., 124.00 feet; thence N.53°36'00"E., 751.12 feet to a point of curvature; thence Northeasterly, 235.14 feet along the arc of said curve to the right having a radius of 3062.00 feet and a central angle of 04°24'00" (chord bearing N.55°48'00"E., 235.09 feet); thence N.67°00'00"W., 398.23 feet to a point on the West boundary of the aforesaid Northeast 1/4 of Section 8; thence along said West boundary, N.01°51'56"E., 1687.80 feet to the Northwest corner of said Northeast 1/4 of Section 8; thence along the North boundary of said Northeast 1/4 of Section 8, S.89°05'49"E., 989.63 feet to the **POINT OF BEGINNING**.

Containing 78.533 acres, more or less.

RLH-NP-006
P-NOELL:NOELL1-P
WFS

April 3, 2000

EXHIBIT "B"

State of Florida



Department of State

I certify from the records of this office that MANDOLIN HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 8, 2000.

The document number of this corporation is N00000008079.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15 16, Florida Statutes, and authenticated by the code, 200A00062670-121200-N00000008079-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of December, 2000

Authentication Code: 200A00062670-121200-N00000008079-1/1

OR BK 10561 PG 0886



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

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Florida Department of State

Division of Corporations

Public Access System

Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

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To

Division of Corporations

Fax Number : (850) 922-4001

From

Account Name : JOHNSON, BLAKELY, POPE, BOKER, RUPPEL & BURNS, P A

Account Number : 076666002140

Phone : (727) 461-1818

Fax Number : (727) 441-8617

FLORIDA NON-PROFIT CORPORATION

MANDOLIN HOMEOWNERS ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
MANDOLIN HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows

ARTICLE I - NAME

The name of this corporation is MANDOLIN HOMEOWNERS ASSOCIATION, INC , hereinafter called the "Association"

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 26750 U S Highway 19 North, Suite 301, Clearwater, FL 33761, which office may be changed from time to time by action of the Board of Directors

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be ROGER A LARSON, JOHNSON, BLAKELY, POPE, BOKOR, RUPPEL & BURNS, P A , 911 Chestnut Street, Clearwater, Florida 33756.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain real property, herein called the "Properties", described in that certain Declaration of Covenants, Conditions and Restrictions for MANDOLIN, now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein called the "Declaration", relating to the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance and architectural control of the Lots and Common Area within the Properties, and carrying out, enforcing and

Prepared by:
Roger A. Larson, Esquire
911 Chestnut Street
Clearwater, FL 33756
727-461-1818
FL Bar No. 0108435

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otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. For the foregoing purposes, this Association is empowered to

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided,

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association,

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association,

(4) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred,

(5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members,

(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto,

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members,

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and

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duties established by the Declaration and with the provisions of these Articles of Incorporation,

(9) contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration,

(10) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration, and

(11) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise

(12) Notwithstanding anything set forth in these Articles, the Bylaws or the Declaration to the contrary, and provided the Association and the Declaration have been approved by HUD/VA, then in the event of annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, such shall require the approval of HUD/VA so long as there is a Class B membership

(13) In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFMD determines that the area(s) is successful in accordance with the Environmental Resource Permit

(14) The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System ("SWMS") as herein after defined, 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, and/or related appurtenances which may be located within the Properties

(15) Notwithstanding the powers granted to the Association pursuant to Florida Statute Chapter 617 The Association may only initiate an action *de novo* at law or in equity against a third party if all of the members of the Association entitled to cast votes have approved such action on recommendation of a majority of the Board of Directors by a vote of 75% of all of the voting membership in the Association, at a duly

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called meeting of the membership of the Association. This prohibition and/or limitation shall not be construed, however, to preclude the Association from responding with a counterclaim, cross claim or third party complaint where the Association has been brought as a party in such litigation nor shall this be interpreted to preclude an action on behalf of the Association against a member or occupant to enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

A This Association shall be a membership corporation, without certificates of shares of stock

B Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the Bylaws of the Association

C The share of an owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of such owner's or member's Lot

D Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association Membership is appurtenant to, and inseparable from, ownership of the Lot

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors, and thereafter shall consist of not less than three (3) nor more than nine (9) directors Directors shall be members of the Association, provided, however, that so long as Class B membership shall exist, directors need not be members of the Association The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall die, resign or be removed, are

NAME

ADDRESS

Robert B Hutchinson

26750 U S Highway 19 North, Suite 301
Clearwater, FL 33761

Richard Dombrowski

26750 U S Highway 19 North, Suite 301
Clearwater, FL 33761

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Don Sharp

26750 U S Highway 19 North, Suite 301
Clearwater, FL 33761

The initial Board of Directors herein designated shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year, and until their successors have been duly elected and qualified. So long as Class B membership shall exist, any member of the Board of Directors may be removed, with or without cause, but only by the Class B member, and any vacancies occurring on the Board of Directors shall only be filled by appointment by the Class B member.

ARTICLE VII - OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws, and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Robert B. Hutchinson	President	26750 U S Highway 19 North, Suite 301 Clearwater, FL 33761
Richard Dombrowski	Vice-President	26750 U S Highway 19 North, Suite 301 Clearwater, FL 33761
Don Sharp	Secretary	26750 U S Highway 19 North, Suite 301 Clearwater, FL 33761

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ARTICLE VIII - SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows

NAME	ADDRESS
Roger A Larson	911 Chestnut Street Clearwater, FL 33756

ARTICLE IX - DISSOLUTION

The Association shall exist in perpetuity. Provided, this Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public body or agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets, including the surface water management system shall be granted, conveyed and assigned to any non-profit organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X - BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended, from time to time, as follows:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third (1/3) of the voting members of the Association.

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(3) Except as elsewhere provided, an amendment shall be adopted if approved by not less than seventy-five percent (75%) of the vote of the voting members duly qualified to vote.

B No amendment shall make any change in the qualifications for membership nor the voting rights or property rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon Lots

C No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant No amendment shall be made that is in conflict with the Declaration

D No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of Hillsborough County, Florida

E If the Association has been approved by HUD/VA, then for so long as there is a Class B membership, shall have the right to disapprove amendments to these Articles

ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled

ARTICLE XIII - INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this ____ day of _____, 2000


ROGER A LARSON
Subscriber

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for MANDOLIN HOMEOWNERS ASSOCIATION, INC , at the place designated in these Articles of Incorporation, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provisions of the laws of the State of Florida relative to keeping such open office

Dated this ____ day of _____, 2000

JOHNSON, BLAKELY, POPE, BOKOR,
RUPPEL & BURNS, P A.

By 

ROGER A LARSON
Registered Agent

Registered Office

911 Chestnut Street
Clearwater, FL 33756

Principal Corporation Office

26750 U S Highway 19 North, Suite 301
Clearwater, FL 33761

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**BYLAWS
OF MANDOLIN
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I - NAME AND LOCATION

Section 1 Name The name of the corporation is MANDOLIN HOMEOWNERS ASSOCIATION, INC , hereinafter referred to as "the Association"

Section 2 Location The principal office of the Association shall be located at 26750 U S Highway 19 North, Suite 301, Clearwater, FL 33761, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors

ARTICLE II - DEFINITIONS

1 "**Articles**" shall mean the Articles of Incorporation of MANDOLIN HOMEOWNERS ASSOCIATION, INC , a Florida corporation not-for-profit

2 "**Association**" shall mean and refer to MANDOLIN HOMEOWNERS ASSOCIATION, INC , a Florida not for profit corporation, its successors and assigns

3 "**Board**" shall mean the Board of Directors of the Association

4 "**Bylaws**" shall mean the Bylaws of the Association

5 "**Declarant**" shall mean and refer to THE RYLAND GROUP, INC , a Maryland corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development, and provided such rights, in whole or in part, are assigned in writing to such successors and assigns.

6 "**Declaration**" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MANDOLIN recorded in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida, the terms of which are incorporated herein by reference

7 "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area

8 "**Member**" shall mean and refer to those persons entitled to membership in the Association provided in the Declaration

9 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract

sellers, but excluding those having such interest merely as security for the performance of an obligation

10 "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration

11 "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration

All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually on such day and at such time as may be directed by the Board of Directors from time to time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday

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 Voting Members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. 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 proxies entitled to cast, one-third (1/3) of the votes of either or both classes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting 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 by proxy

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board of Directors

ARTICLE IV - BOARD OF DIRECTORS

Section 1 Number The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors. Directors shall be members of the Association, provided, however, that so long as Class B membership shall exist, Directors need not be Members of the Association. The Members, by majority vote at which a quorum is present at an annual or special meeting, may increase the number of Directors to any odd number up to nine (9), however, there shall never be less than three (3) Directors.

Section 2 Term of Office The initial Board of Directors designated in the Articles of Incorporation shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve. Provided that so long as there is a Class B member Declarant shall have the right to name Directors.

Section 3 Removal Any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. 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, providing that so long as there is a Class B membership Declarant shall have the right to name successor Directors.

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.

Section 5 Action Taken Without a Meeting The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

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 (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. 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 secret written ballot unless unanimously waived by the voting members present at the meeting. 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.

ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish 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 (2) Directors, after not less than three (3) days notice to each Director.

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.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 Powers The Board of Directors shall have power to:

(a) 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

(b) 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 Bylaws, the Articles of Incorporation, or the Declaration

(c) notwithstanding the powers granted to the Association pursuant to Florida Statute Chapter 617 The Association may only initiate an action *de novo* at law or in equity against a third party if all of the members of the Association entitled to cast votes have approved such action on recommendation of a majority of the Board of Directors by a vote of 75% of all of the voting membership in the Association, at a duly called meeting of the membership of the Association. This prohibition and/or limitation shall not be construed, however, to preclude the Association from responding with a counterclaim, cross claim or third party complaint where the Association has been brought as a party in such litigation nor shall it be interpreted to preclude an action on behalf of the Association against a member or occupant to enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions

Section 2. Duties. It shall be the duty of the 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.

(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

(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 within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge 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

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. 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. Officers need not be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

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 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 replaces

Section 7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) 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.

(a) President 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 co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document

(b) Vice President 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

(c) Secretary 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, if the President does not, on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board

(d) Treasurer 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 accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare 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

ARTICLE IX - COMMITTEES

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

ARTICLE X - BOOKS AND RECORDS

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 Bylaws 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.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments 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 thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit"

ARTICLE XIII - AMENDMENT

Section 1 These Bylaws may be amended, from time to time at a regular or special meeting of the Directors, by a majority vote of the Directors

Section 2 No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration. Provided the Association has been approved by HUD/VA, then for so long as there is a Class B membership, HUD/VA shall have the right to veto amendments to these Bylaws

ARTICLE XIV - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control

THIS IS NOT A

OR BK 10561 PG 0903

IN WITNESS WHEREOF, we, being all of the Directors of MANDOLIN HOMEOWNERS ASSOCIATION, INC, have hereunto set our hands this 19th day of SEPTEMBER, 2000


Robert B. Hutchinson, Director


Richard Bombroski, Director


Don Sharp, Director

CERTIFICATION

I, Don Sharp, do hereby certify that

I am the duly elected and acting Secretary of MANDOLIN HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit, and,

The foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 19 day of SEPTEMBER, 2000

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19th day of SEPTEMBER, 2000


Don Sharp, Secretary

(CORPORATE SEAL)

THIS IS NOT A

OR BK 10561 PG 0904

HISTORY OF BYLAWS

The initial Bylaws of MANDOLIN HOMEOWNERS ASSOCIATION, INC, were first adopted on September 19, 2000. All Amendments made subsequent to said date are listed below

AMENDMENTS

CHANGE NUMBER	DATE OF ADOPTION	BY WHOM ADOPTED	SECTIONS AMENDED
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#207727 v1 - Mandolin HOA bylaws

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EXHIBIT "D"
COMMON AREA
CERTIFIED COPY

Tracts A-1, A-2, B-1, B-2, B-3, B-4, B-5 and C-1, MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, pages 45-1 through 45-16, inclusive, Public Records of Hillsborough County, Florida

Some or all of the Tracts may be required to be conveyed to the future CDD or the Master Association

SAMPLE

Fences/Walls

In general, fences or walls are not encouraged within the community except where they are integrated with the design of the principle dwelling and enhance the overall character of the community. Hedges and/or clusters of trees and understory shrubs are preferred. Complete enclosure of rear yards by walls and/or fencing is also discouraged as the feeling of open space and the unity of the surrounding area is an important part of reinforcing the natural character of the community. Where a proposed fence or wall is deemed by the DRB to be unnecessary or unsightly and detracting from the character of the community, a landscape screen in lieu of a fence or wall may be required.

Homeowners may be permitted to add fences and/or walls to a Dwelling to privatize their Lot. In such instances, special consideration shall be given to the design, location and specifications to ensure all elements are consistent with the architectural styling of the community. The materials, height and appearance of each type of fence and wall shall be established according to its location, purpose, durability and the desired visual effect, the goal being a consistent quality of placement, design and materials.

Except as installed by Declarant, the location, type and design of all proposed fences and/or walls shall be approved by the DRB prior to installation. Unless otherwise installed by the Declarant, no chain link fences shall be allowed. No barbed wire or electrical strands shall be used as a fence or part of a fence. All fences and/or walls, where permitted, shall be of the same or complementary material and design as the dwelling.

Fences and/or walls, where permitted, shall be high enough to provide definition and privacy yet low enough to remain unobtrusive. Heights shall range from a minimum of three (3) feet to a maximum of (6) feet. No fence or wall over six (6) feet in height shall be permitted except as may be installed by the Declarant.

Fences and/or walls in the front yard areas shall not be permitted except where such elements are integral with the architecture of the principal dwelling and, in the opinion of the DRB, enhance the character of the community. In such instances, the maximum height of such elements shall not exceed three and one-half (3-1/2) feet.

Fence and Wall Specifications

The DRB has located and pre-established a community standard for three (3) fence types and a masonry wall that are the only acceptable standards for the Community Attachment A, Approved Fence and Wall Types, illustrates the fence and wall specifications and should be viewed when reading this section.

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The DRB's approval of any fence may be conditioned upon (without limitation) the installation and continued maintenance of hedges, and continuing maintenance provisions as to the fence and landscaping in addition to those set forth herein. The owner of the Lot on which the fence is located shall maintain all fences in good order, clean and in first-class condition. Should fences or the associated landscaping not be maintained as stated herein, or as required by a DRB approval, the Association may require the owner of the fence to remove it upon thirty (30) days written notice to do so. Any fence shall be constructed to connect to and with any existing fences on any neighboring Lot.

Nothing stated in this section shall be interpreted to mean that the DRB is required or obligated to approve a fence for or installation on any Lot, or that because a fence has been approved on a specific Lot, that it will be approved for installation on any other Lot.

Privacy Fences

Privacy fences shall not exceed six (6') feet in height and shall be made of polyvinyl chloride (PVC). Fences shall conform to all manufacturers' specifications. The approved fence styles shall be substantially similar to those illustrated in Attachment A. All privacy fences shall be tan. Gates shall be in the same style and color as the fence type.

Sideyard Fences

Sideyard fences shall be a minimum of three (3) feet and shall not exceed four (4') in height. Amenity fences may be substituted for sideyard fences. Sideyard fence shall be made of PVC or aluminum where an amenity fence is substituted. Fences shall conform to the manufacturer's specifications. The approved fence styles shall be substantially similar to those illustrated in Attachment A. In the case of PVC fences, all sideyard fences shall be tan. Where amenity fences are substituted, aluminum fences shall be black or dark green as approved by the DRB. Gates shall be in the same style and color as the fence type.

Amenity Fences

Amenity fences shall be a minimum of three (3) feet and shall not exceed four (4') in height and made of PVC or aluminum. Fences shall conform to the manufacturer's specifications. The approved fence styles shall be substantially similar to those illustrated in Attachment A. In the case of PVC fences, all amenity fences shall be tan. Aluminum amenity fences shall be black or dark green as approved by the DRB. Gates shall be in the same style and color as the fence type.

Masonry/Privacy Wall

Walls can be utilized as an architectural statement, serve as planters or simply provide screening and privacy. Masonry/privacy walls may not be higher than six (6') feet and shall be constructed of eight (8") inch concrete block and stuccoed. Paint color shall match the exterior base color of the Dwelling. Painted concrete block walls are

prohibited. Walls may be constructed of pre-colored brick or stone. The brick or stone shall be compatible with accents on the Dwelling. The use of decorative tile or stucco banding is encouraged to offer interest and architectural flair to walls.

Fence and Wall Locations

The placement of a fence or a wall on a Lot has a direct impact on adjoining Lots and on the streetscape. This section addresses both the location of the fence or wall on a Lot and, in addition, the type of fence that is mandated for certain Lots due to the impact of the fence or wall on adjacent Lots, amenities, or the streetscape. Attachments B through E, Typical Fencing Layouts, included herein, illustrate the placement of fences on typical non-amenity Lots and a typical amenity Lots. These exhibits should be referenced while reading the text in this section.

Fence and Wall Locations on the Lot

On a non-amenity interior Lot, privacy fencing is permitted. Fencing must be placed along the rear and side of the Lot lines. Side yard fencing may not extend closer than ten (10') feet from the front elevation of the Dwelling.

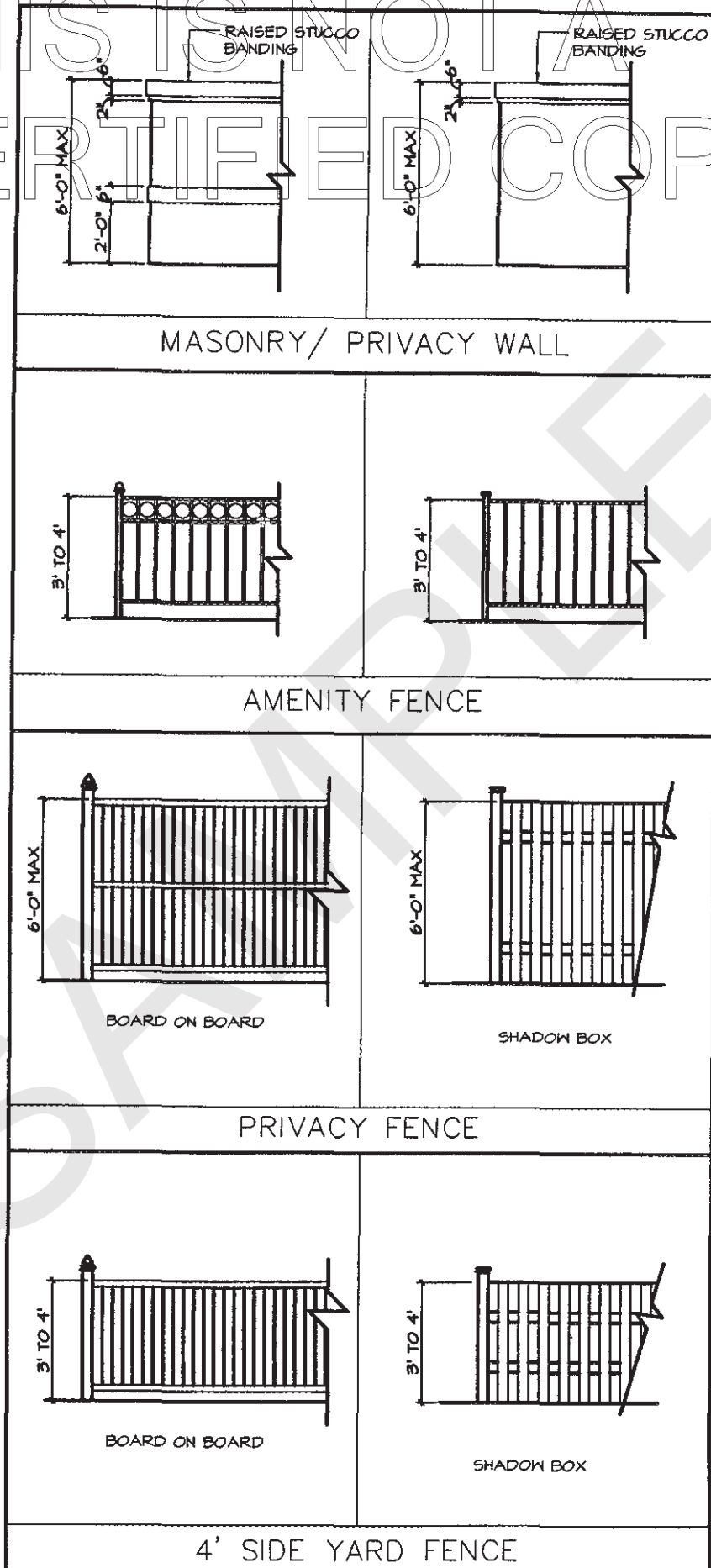
If a fence exists on an adjoining interior Lot, the new fence must attach to the existing fence regardless of its setback. When adjoining a fence to an existing fence on a corner Lot condition, special considerations shall apply. The DRB shall require a site plan showing the proposed fence location and the proposed attachment to the existing fence and the DRB shall make its decision on a case by case basis.

Placement of a fence on the street side of a non-amenity corner Lot shall require a fifteen (15') setback from the side property line, in addition to the ten (10') foot setback from the front of the Dwelling. Amenity fencing is required on the street side.

On an amenity Lot, two (2) types of fences are permitted, Privacy and Amenity (see Fencing and Wall Specifications above). Privacy fencing must be placed along the side property line, no closer than ten (10') feet from the front of the Dwelling and must terminate on the same horizontal plane as the rear line of the Dwelling. Pool enclosures are not included in the measurement. At the point of termination of the privacy fence, a transitional section shall be placed and the remainder of the fence shall be the amenity specification, reference Exhibit F, Transition Detail. Corner Lots shall be required to utilize the amenity standard on the street side of the Lot, set back fifteen (15') from the property line in addition to the ten (10') setback from the front of the Dwelling.

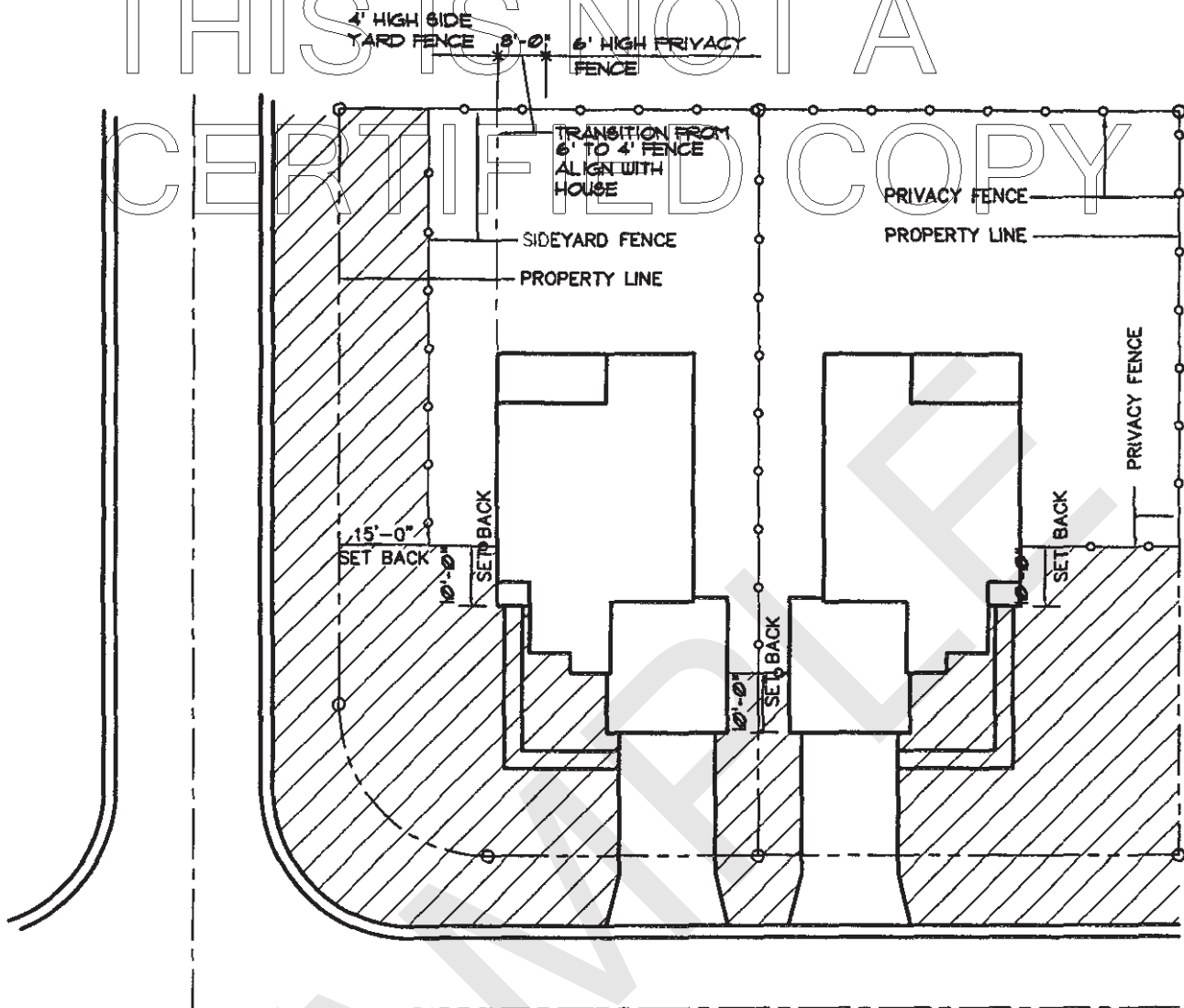
The location and placement of walls shall be considered on a case by case basis and shall closely align with the requirements for the placement of fences (above).

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ATTACHMENT "A" (APPROVED FENCE/WALL TYPES)

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CORNER LOT

BASIC LOT

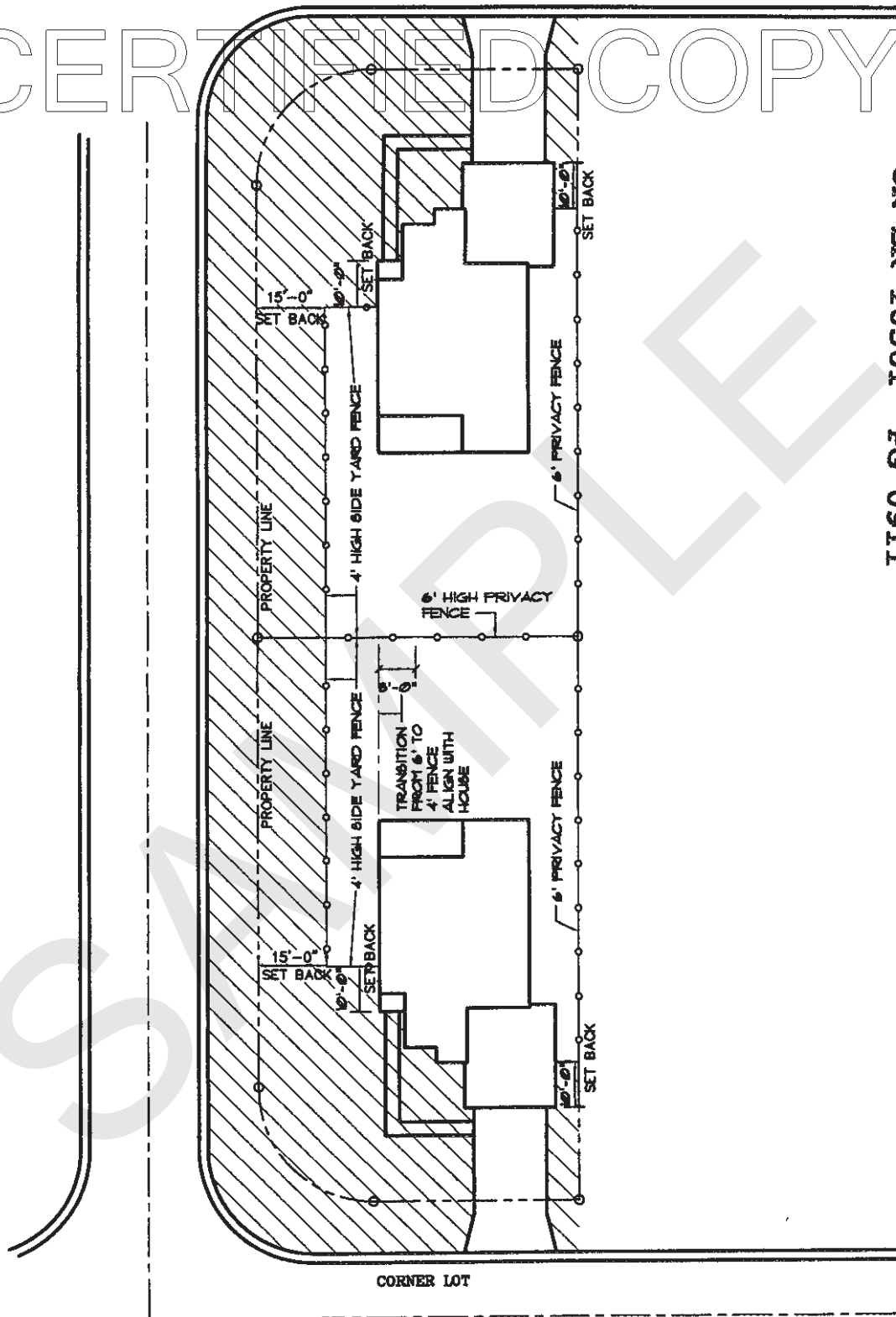
TYPICAL NON-AMENITY LOTS

ATTACHMENT "B"

OR BK 10561 PG 0910

CORNER LOT

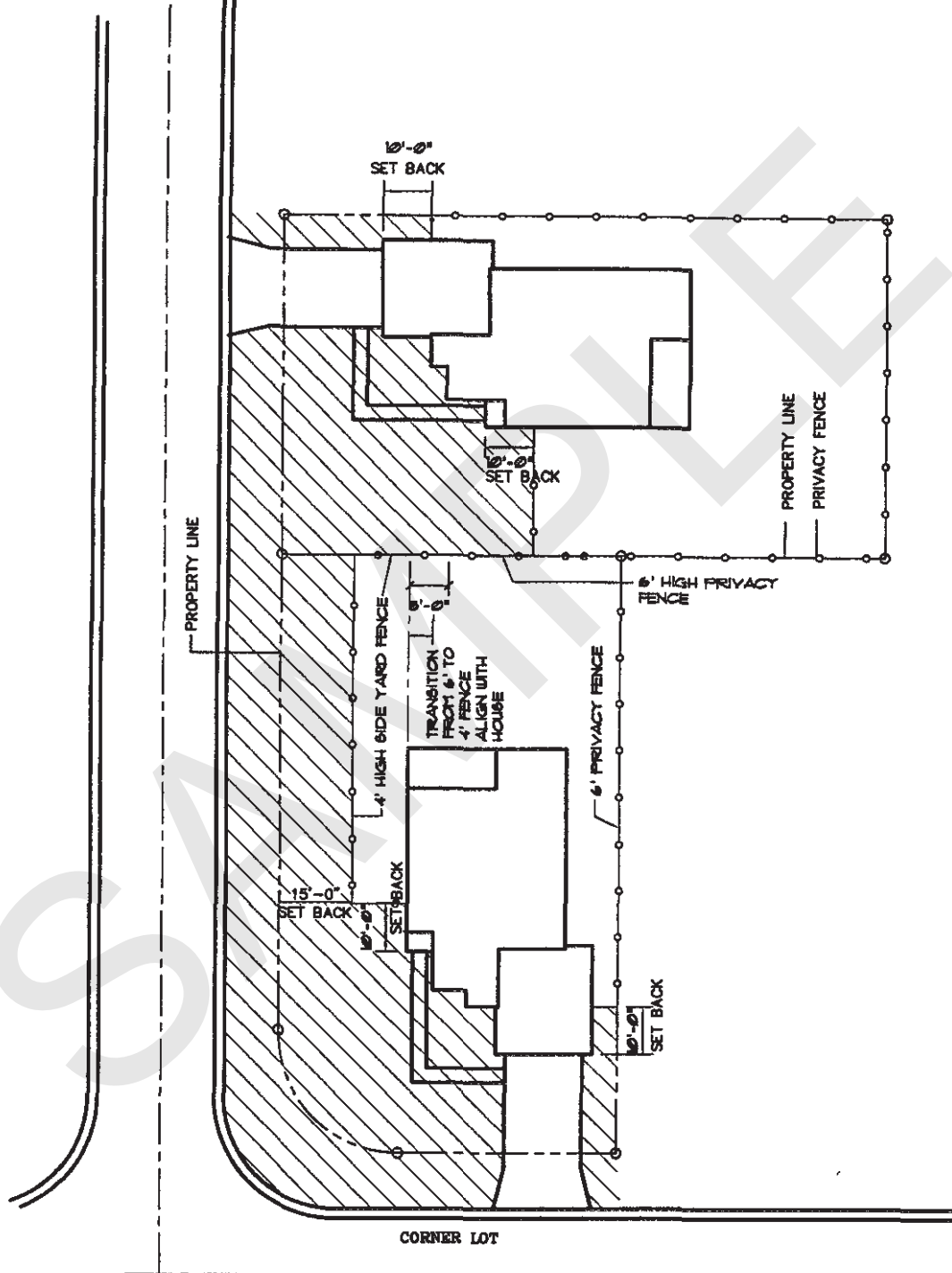
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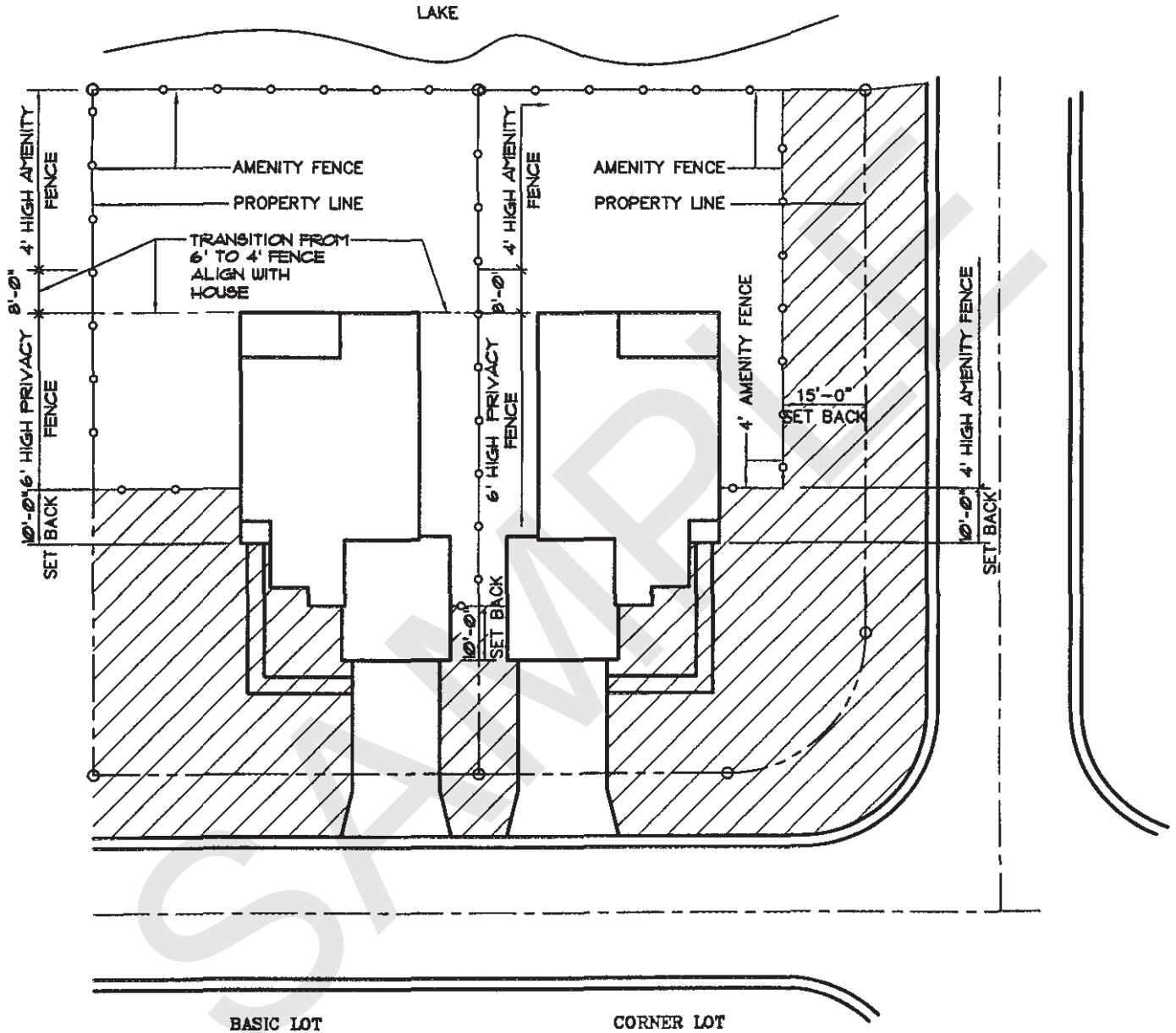
TYPICAL NON-AMENITY LOTS
ATTACHMENT "C"

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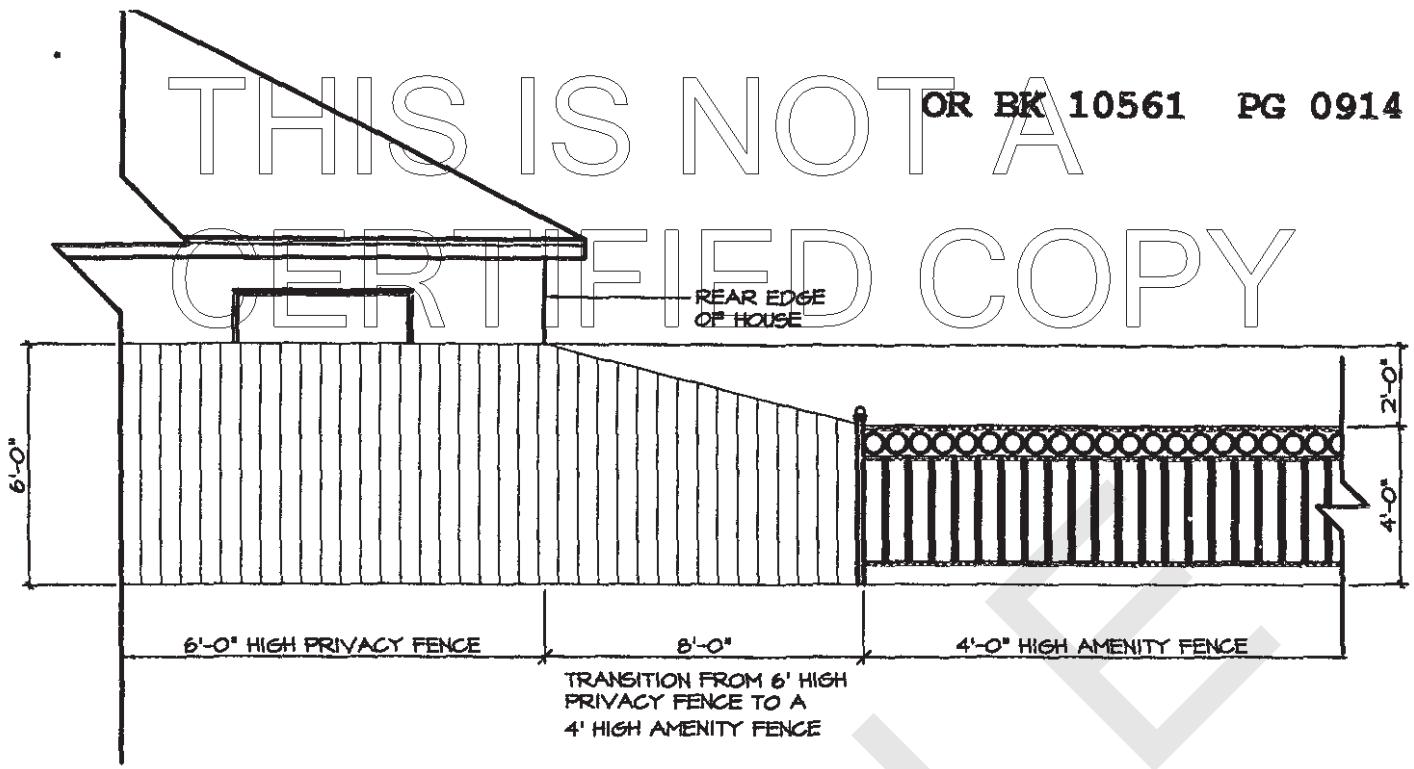
OR BK 10561 PG 0912



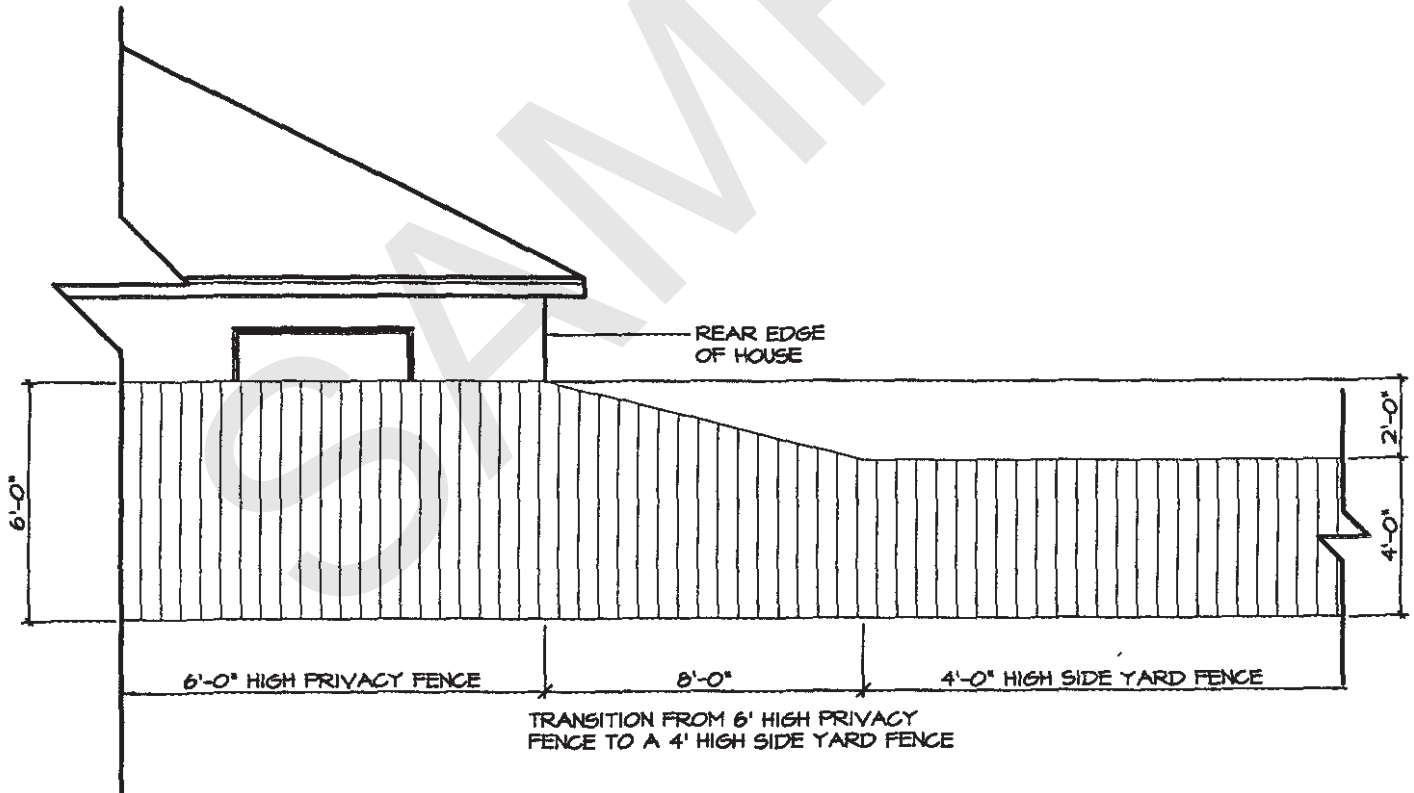
TYPICAL NON-AMENITY LOTS
ATTACHMENT "D"



TYPICAL AMENITY LOTS
ATTACHMENT "E"



TRANSITION FROM 6' HIGH PRIVACY
FENCE TO A 4' AMENITY FENCE



TRANSITION FROM 6' HIGH PRIVACY
FENCE TO A 4' HIGH SIDE YARD FENCE

ATTACHMENT "F"

THIS IS NOT A
EXHIBIT "F"
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OR BK 10561 PG 0915

PARCEL 1:

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, subject to a non-exclusive easement over and across the North 50 feet thereof for ingress and egress.

Parcel 2:

An ingress and egress easement pursuant to the Easement Deed recorded in Deed Book 2053, Page 388, and in Quit-Claim Deed recorded in O.R. Book 1556, Page 920, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

Begin at the point where the South boundary of the Tampa Shores-Lake Fern Road intersects the Eastern boundary of Section 5, Township 28 South, Range 17 East, run thence South along said Eastern boundary of Section 5 to the Southeast corner of said Section 5, run thence West 20 feet along the Southern boundary of the said Section 5, run thence North in a line parallel to the eastern boundary of said Section 5, to the Southern boundary of the said Tampa Shores-Lake Fern Road, run thence in a Northeasterly direction along the Southern boundary of said Road to the Point of Beginning.

THIS IS NOT A

EXHIBIT "G"

OR BK 10561 PG 0916

MANDOLIN C.D.D. PARCEL

DESCRIPTION: A parcel of land lying in Sections 5 & 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 8, run thence along the East boundary of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 8, S.01°03'16"W., 664.05 feet to the Southeast corner thereof; thence along the South boundary of said North 1/2 of said Northeast 1/4 of the Northeast 1/4 of Section 8, N.89°15'47"W., 1337.56 feet to the Southwest corner of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 8; thence along the East boundary of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 8, S.01°19'52"W., 666.52 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 8; thence along the North boundary of said Southeast 1/4 of the Northeast 1/4 of Section 8, S.89°22'04"E., 1340.80 feet to the Northeast corner thereof; thence along the East boundary of the Northeast 1/4 of said Section 8, S.01°02'21"W., 1329.48 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence along the South boundary of said Northeast 1/4 of Section 8, N.89°29'25"W., 2694.72 feet to the Southwest corner of said Northeast 1/4 of Section 8; thence along the South boundary of the Northwest 1/4 of said Section 8, N.88°52'55"W., 267.12 feet to a point on a curve on the Northeasterly right-of-way line of COUNTRYWAY BOULEVARD, as recorded in Official Record Book 9464, Page 1688, Public Records of Hillsborough County, Florida; thence along said Northeasterly right-of-way line the following three (3) courses: 1) Northwesterly, 109.22 feet along the arc of a curve to the left having a radius of 3050.00 feet and a central angle of 02°03'06" (chord bearing N.33°19'51"W., 109.21 feet) to a point of reverse curvature; 2) Northeasterly, 53.73 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 87°57'24" (chord bearing N.09°37'18"E., 48.61 feet); 3) N.36°24'00"W., 137.00 feet; thence N.53°36'00"E., 751.12 feet to a point of curvature; thence Northeasterly, 235.14 feet along the arc of said curve to the right having a radius of 3062.00 feet and a central angle of 04°24'00" (chord bearing N.55°48'00"E., 235.09 feet); thence N.67°00'00"W., 398.23 feet to a point on the West boundary of the aforesaid Northeast 1/4 of Section 8; thence along said West boundary, N.01°51'56"E., 1687.80 feet to the Northwest corner of the Northeast 1/4 of said Section 8; thence along the North boundary thereof, S.89°05'49"E., 284.77 feet; thence N.00°49'58"E., 1133.25 feet;

thence N.29°31'39"E., 427.43 feet; thence N.24°08'33"E., 562.28 feet; thence N.44°38'18"W., 599.98 feet to a point on the Southeasterly right-of-way line of Race Track Road; thence along said Southeasterly right-of-way line, N.49°19'39"E., 3166.78 feet to a point on the East boundary of said Section 5; thence along said East boundary, S.00°49'58"W., 3197.92 feet; thence S.68°01'20"W., 529.66 feet; thence S.09°07'11"W., 64.31 feet; thence S.43°01'07"W., 27.85 feet; thence S.66°36'54"W., 234.49 feet; thence S.66°21'09"W., 222.00 feet; thence S.20°45'22"E., 147.05 feet; thence S.48°24'40"E., 83.55 feet; thence S.23°13'46"E., 84.76 feet; thence S.15°04'27"E., 176.71 feet; thence S.07°09'30"W., 87.37 feet; thence S.57°36'51"W., 99.05 feet; thence S.23°28'57"W., 314.49 feet to a point on the South boundary of the Southeast 1/4 of Section 5, also being the aforesaid North boundary of the Northeast 1/4 of Section 8; thence along said South boundary, S.89°05'49"E., 945.26 feet to the **POINT OF BEGINNING**.

Containing 328.380 acres, more or less.

RLH-NP-030

P:\bishop\mandolin\cdd-new

JMG

October 2, 2000



DESCRIPTION

(Not a Survey)

MANDOLIN CLUB PALACE

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OR BK 10561 PG 0919

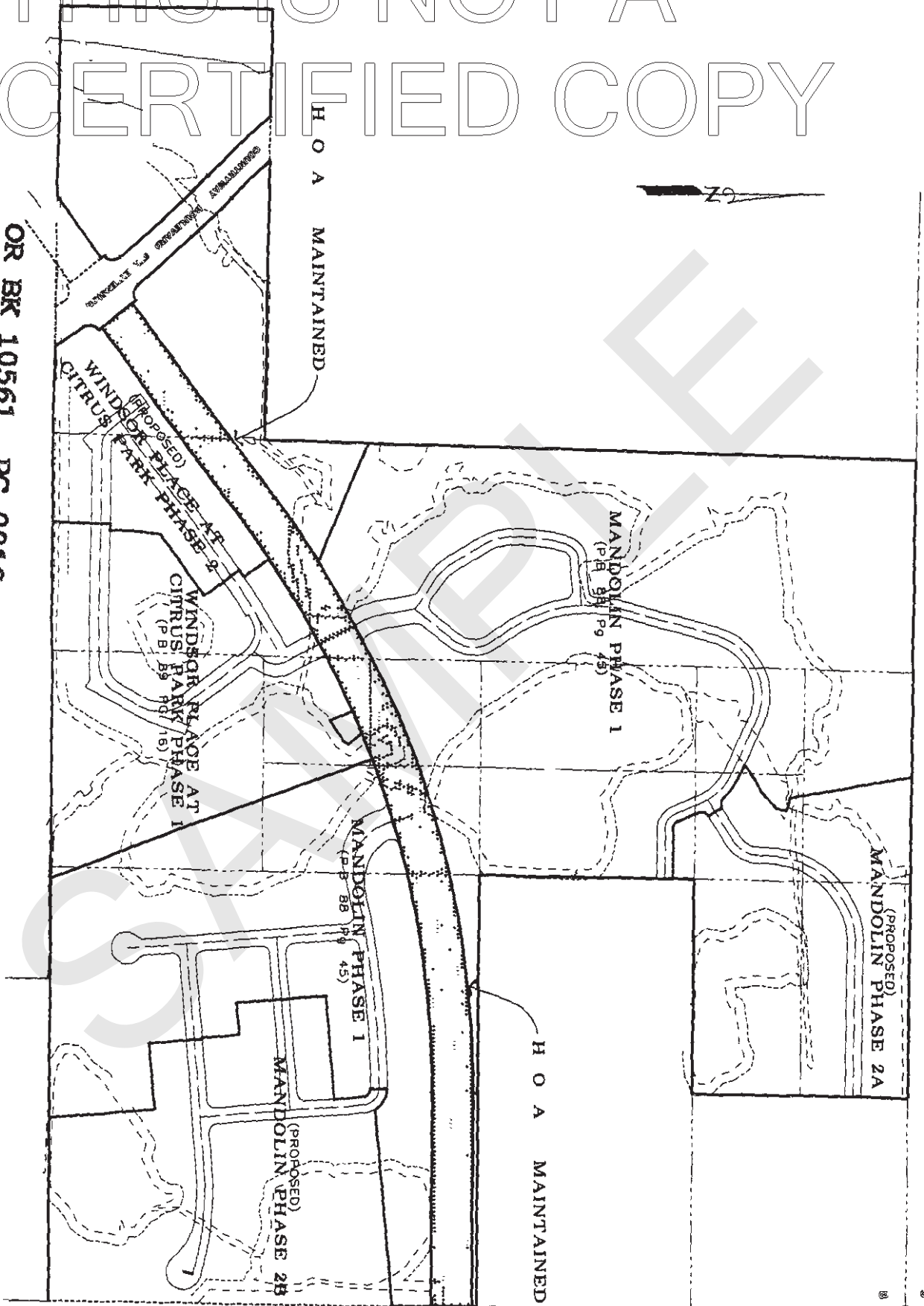


EXHIBIT "H"

PREPARED BY HEIDI & ASSOCIATES, Inc

Tampa + Fort Myers

Civil Engineering
Tampa Office

PLANNING

SURVEYING

ENVIRONMENTAL PERMITTING

LANDSCAPE ARCHITECTURE

2212 Swann Avenue
Tampa, Florida 33606
Phone 813-253 5311
Faxes 813-442 8536
FAX 813 253 2478

\$ 78⁰⁰

THIS IS NOT
CERTIFIED COPY

INSTR # 2002246334
OR BK 11795 PG 1903
RECORDED 07/20/2002 01:13 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK F Tecer

✓ This instrument prepared by
Roger A. Larson, Esq
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P A
911 Chestnut Street
Clearwater, FL 33756

DECLARATION OF DEED RESTRICTIONS

The Declarant, THE RYLAND GROUP, INC , a Maryland corporation, is the fee simple owner of that certain real property described on Exhibit "A" attached hereto and made a part hereof, located in Hillsborough County, Florida ("Property") The U S Army Corps of Engineers ("Corps") has issued Department of the Army Permit (DA) Number 200000664(NW-KI) which affects a Wetland area of this Property described as a metes and bounds legal description A special condition issued with the DA Permit requires these Deed Restrictions herein to be recorded in the Public Records of Hillsborough County, Florida These Deed Restrictions shall run with the land in perpetuity and shall be in lieu of that certain Conservation Easement recorded at O R Book 10677, page 1464 of the Public Records of Hillsborough County, Florida

It is the purpose of these Deed Restrictions to assure that the described Wetlands portion of the Property will be retained forever predominantly in its natural condition and to prevent any use of these Wetlands that will significantly impair or interfere with the natural and ecological value of this Wetlands area

These Deed Restrictions prohibit the following activity on the Wetlands portion of this Property

- 1 Construction or placing of building, roads, signs, billboards or other advertising, utilities or other structures on or above the ground
- 2 Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials
- 3 Removal or destruction of live trees, shrubs, or other vegetation
- 4 Excavation, dredging, or removal of post, gravel, soil, rock or other substance in such a manner as to affect the surface
- 5 Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition

BEST IMAGES AVAILABLE

THIS IS NOT A

OR BK 11795 PG 1904

6 Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation

7 Acts of uses detrimental to such retention of land or water areas

8 Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance

The terms and conditions of this Declaration may be enforced by the Corps, or its successor agencies, in an action at law equity against any person(s) or other entity/entities violating or attempting to violate this covenant Any forbearance on the part of the Corps to exercise its rights in the event of a violation shall not be deemed or construed to be a waiver of their rights hereunder in the event of any subsequent violation

Upon reasonable notice to the property owner, the Corps staff may enter the above-described Property in a reasonable manner and at a reasonable time to ensure compliance with this Declaration

Signed in the presence of

THE RYLAND GROUP, INC ,
a Maryland corporation

Sally Robinson
Print Name SALLY ROBINSON

Kelly A. Lebrun
Print Name Kelly A. Lebrun

By [Signature]
Print Name WILLIAM G WRIGHT
Its VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruction was acknowledged before me this 17TH day of JANUARY, 2003, by WILLIAM G WRIGHT as VICE President of THE RYLAND GROUP, INC , a Maryland corporation, on behalf of the corporation Who is personally known to me or produced as identification.

Sally J. Robinson
Notary Public

My commission expires

#256423 v2



Sally J Robinson
MY COMMISSION # CC941764 EXPIRES
June 4, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

NOELL PURCELL
C.O.E. MITIGATION AREA "M-1"

DESCRIPTION: A parcel of land lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of the Northeast 1/4 of said Section 8, run thence along the West boundary of said Northeast 1/4 of Section 8, N.01°51'56"E., 582.68 feet to the **POINT OF BEGINNING**; thence along a line lying 15.00 feet Northerly of and parallel with the Northerly right-of-way line for CITRUS PARK DRIVE as shown on the plat of MANDOLIN PHASE 1, recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, S.53°36'00"W., 26.08 feet; thence N.28°48'19"E., 31.58 feet; thence N.36°11'16"E., 35.89 feet; thence N.01°27'21"E., 14.62 feet; thence N.06°08'23"W., 14.55 feet; thence N.34°58'20"E., 99.30 feet; thence N.48°12'38"E., 68.11 feet; thence N.57°31'27"E., 39.50 feet; thence S.67°17'41"E., 57.19 feet; thence S.83°00'08"E., 52.61 feet to a point on a curve; thence along a line lying 15.00 feet Northerly of and parallel with said Northerly right-of-way line for CITRUS PARK DRIVE the following two (2) courses. 1) Southwesterly, 102.85 feet along the arc of a curve to the left having a radius of 3077.00 feet and a central angle of 01°54'54" (chord bearing S.54°33'27"W., 102.84 feet) to a point of tangency; 2) S.53°36'00"W., 219.23 feet to the **POINT OF BEGINNING**.

Containing 0.432 acres, more or less.

RLH-NP-039
NOELL PURCELL\NOELL-MIT-DS
VBR
JMG

May 05, 2000
Updated 11/23/00

EXHIBIT "A"
SHEET 2 OF 15

THIS IS NOT A

OR BK 11795 PG 1906

NOELL PURCELL

C.O.E. MITIGATION AREA "M-2"

CERTIFIED COPY

DESCRIPTION: A parcel of land being a portion of TRACT "B-4", of MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of the Northeast 1/4 of said Section 8, run thence along the West boundary of said Northeast 1/4 of Section 8, N.01°51'56"E., 405.64 feet to a point on the Southerly right-of-way line of CITRUS PARK DRIVE as shown on the plat of said MANDOLIN PHASE 1; thence along said Southerly right-of-way line of Citrus Park Drive the following three (3) courses:
1) N.53°36'00"E., 328.86 feet to a point of curvature;
2) Northeasterly, 840.96 feet along the arc of a curve to the right having a radius of 2938.00 feet and a central angle of 16°24'00" (chord bearing N.61°48'00"E., 838.09 feet) to the Northwest corner of the aforesaid TRACT "B-4"; 3) along the Northerly boundary of said TRACT "B-4", continue Northeasterly, 48.33 feet along the arc of said curve to the right having a radius of 2938.00 feet and a central angle of 00°56'33" (chord bearing N.70°28'17"E., 48.33 feet); thence S.19°03'27"E., 42.52 feet to the **POINT OF BEGINNING**; thence N.23°15'54"E., 30.36 feet to a point on a curve; thence Easterly, 47.01 feet along the arc of a curve to the right having a radius of 2918.00 feet and a central angle of 00°55'23" (chord bearing N.71°48'20"E., 47.01 feet); thence S.61°41'19"E., 32.71 feet to a point on a curve; thence Southeasterly, 218.73 feet along the arc of a curve to the left having a radius of 170.00 feet and a central angle of 73°43'16" (chord bearing S.55°18'56"E., 203.96 feet); thence S.14°14'00"E., 116.62 feet; thence N.76°19'00"E., 46.45 feet; thence S.04°15'00"E., 137.82 feet; thence N.67°14'08"W., 24.45 feet; thence N.26°34'10"W., 48.07 feet; thence N.18°06'27"W., 63.56 feet; thence N.65°27'17"W., 48.62 feet; thence N.42°44'25"W., 100.62 feet; thence N.57°25'28"W., 93.72 feet; thence N.49°10'54"W., 68.19 feet; thence N.48°48'22"W., 40.24 feet to the **POINT OF BEGINNING**.

Containing 0.600 acres, more or less.

RLH-NP-039
NOELL PURCELL\NOELL-MIT-DS
VBR
Rev:JMG

May 05, 2000
November 10, 2000

DESCRIPTION: A parcel of land being a portion of TRACT "B-2", of MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of the Northeast 1/4 of said Section 8, run thence along the West boundary of said Northeast 1/4 of Section 8, N.01°51'56"E., 563.57 feet to a point on the Northerly right-of-way line of CITRUS PARK DRIVE, as shown on the plat of said MANDOLIN PHASE 1; thence along said Northerly right-of-way line of CITRUS PARK DRIVE, the following two (2) courses:
1) N.53°36'00"E., 231.06 feet to a point of curvature;
2) Northeasterly, 1142.26 feet along the arc of a curve to the right having a radius of 3062.00 feet and a central angle of 21°22'26" (chord bearing N.64°17'13"E., 1135.65 feet); thence N.15°01'34"W., 15.00 feet to the **POINT OF BEGINNING**; thence N.19°47'43"E., 26.75 feet; thence N.28°48'47"E., 37.34 feet, thence N.34°44'14"E., 54.37 feet; thence N.44°45'14"E., 18.18 feet; thence N.65°08'49"E., 87.57 feet; thence along a line lying 5.00 feet Westerly of and parallel with the Easterly boundary of said MANDOLIN PHASE 1, the following two (2) courses:
1) S.01°19'52"W., 44.74 feet; 2) S.39°22'04"E., 233.88 feet; thence S.00°37'56"W., 27.87 feet to a point on a curve; thence along a line lying 15.00 feet Northerly of and parallel with the aforesaid Northerly right-of-way line of CITRUS PARK DRIVE, Westerly, 390.76 feet along the arc of a curve to the left having a radius of 3077.00 feet and a central angle of 07°16'35" (chord bearing S.78°36'43"W., 390.50 feet) to the **POINT OF BEGINNING**.

Containing 0.544 acres, more or less.

RLH-NP-039
NOELL PURCELL\NOELL-MIT-DS
JMG

November 10, 2000

EXHIBIT "A"

SHEET 4 OF 15

NOELL PURCELL

C.O.E. MITIGATION AREA "M-4"

DESCRIPTION: That part of TRACT "B-4", of WINDSOR PLACE AT CITRUS PARK PHASE 1, according to the plat thereof as recorded in Plat Book 89, Page 16, of the Public Records of Hillsborough County, Florida, lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of the Northeast 1/4 of said Section 8, run thence along the West boundary of said Northeast 1/4 of Section 8, N.01°51'56"E., 405.64 feet to a point on the Southerly right-of-way line of Citrus Park Drive, as shown on the plat of MANDOLIN PHASE 1, as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line, the following four (4) courses:

- 1) N.53°36'00"E., 328.86 feet to a point of curvature;
- 2) Northeasterly, 140.04 feet along the arc of a curve to the right having a radius of 2938.00 feet and a central angle of 02°43'52" (chord bearing N.54°57'56"E., 140.03 feet to the Northwest corner of the aforesaid WINDSOR PLACE AT CITRUS PARK PHASE 1;
- 3) along the Northerly boundary of said WINDSOR PLACE AT CITRUS PARK, continue Northeasterly, 342.52 feet along the arc of said curve to the right having a radius of 2938.00 and a central angle of 06°40'47" (chord bearing N.59°40'15"E., 352.32 feet to the Westerlymost corner of the aforesaid TRACT "B-4";
- 4) continue Northeasterly, 17.57 feet along the arc of said curve to the right having a radius of 2938.00 feet and a central angle of 00°20'34" (chord bearing N.63°10'55"E., 17.57 feet); thence S.26°38'48"E., 14.00 feet to a point on a curve and the **POINT OF BEGINNING**;

thence along a line lying 14.00 feet Southerly of and parallel with said Southerly right-of-way line of CITRUS PARK DRIVE, Northeasterly, 175.33 feet along the arc of a curve to the right having a radius of 2924.00 feet and a central angle of 03°26'08" (chord bearing N.65°04'16"E., 175.31 feet); thence S.23°00'54"E., 40.41 feet; thence S.36°31'49"W., 14.43 feet, thence S.37°43'22"W., 20.59 feet; thence S.32°00'01"W., 16.59 feet; thence S.28°02'58"W., 15.71 feet; thence S.24°41'25"W., 11.94 feet; thence S.43°00'01"W., 8.80 feet; thence S.61°46'31"W., 17.06 feet; thence S.76°13'15"W., 13.63 feet; thence N.83°18'34"W., 15.16 feet; thence S.89°50'52"W., 12.04 feet; thence N.78°29'34"W., 12.91 feet; thence N.85°50'10"W., 10.67 feet; thence S.78°00'21"W., 12.71 feet; thence S.54°57'26"W., 11.45 feet; thence N.26°35'17"W., 57.99 feet to the **POINT OF BEGINNING**.

Containing 0.275 acres, more or less.

Exhibit "A"

SHEET 5 of 15

NOELL PURCELL

C.O.E. MITIGATION AREA "M-5"

DESCRIPTION: A parcel of land being a portion of TRACT "B-1", of MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Southeasterly corner of Lot 23, Block 1, of said MANDOLIN PHASE 1, run thence along the Northerly boundary of TRACT "A-1" (Minaret Drive), as shown on the plat of said MANDOLIN PHASE 1, the following two (2) courses: 1) Southeasterly, 11.78 feet along the arc of a curve to the right having a radius of 900.00 feet and a central angle of $00^{\circ}45'00''$ (chord bearing $S.65^{\circ}22'30''E.$, 11.78 feet) to a point of tangency; 2) $S.65^{\circ}00'00''E.$, 17.06 feet; thence along a line lying 20.00 feet Easterly of and parallel with the Easterly boundary of the aforesaid Lot 23, Block 1 the following two (2) courses: 1) $N.24^{\circ}15'00''E.$, 15.00 feet to the **POINT OF BEGINNING**; 2) continue, $N.24^{\circ}15'00''E.$, 195.31 feet; thence $S.59^{\circ}20'40''E.$, 14.58 feet; thence $S.23^{\circ}01'31''E.$, 10.13 feet; thence $S.13^{\circ}14'20''E.$, 17.36 feet; thence $S.74^{\circ}39'37''W.$, 8.92 feet; thence $S.54^{\circ}39'27''W.$, 14.97 feet; thence $S.11^{\circ}17'30''E.$, 13.70 feet; thence $S.85^{\circ}33'38''E.$, 14.79 feet; thence $S.28^{\circ}11'32''E.$, 12.86 feet; thence $S.61^{\circ}34'20''E.$, 26.79 feet; thence $S.02^{\circ}17'32''W.$, 22.52 feet; thence $S.58^{\circ}10'41''W.$, 13.43 feet; thence $S.44^{\circ}43'46''W.$, 21.86 feet; thence $S.34^{\circ}43'18''W.$, 12.25 feet; thence $S.72^{\circ}52'16''W.$, 20.77 feet; thence $S.74^{\circ}14'05''W.$, 21.04 feet; thence $S.57^{\circ}08'13''W.$, 14.54 feet; thence $S.59^{\circ}44'52''W.$, 18.08 feet; thence $S.57^{\circ}28'46''W.$, 19.94 feet; thence $S.50^{\circ}50'08''W.$, 3.54 feet; thence along a line lying 15.00 feet Northerly of and parallel with the aforesaid Northerly right-of-way line of TRACT "A-1" (Minaret Drive), $N.65^{\circ}00'00''W.$, 5.29 feet to the **POINT OF BEGINNING**.

Containing 0.203 acres, more or less.

RLH-NP-039

NOELL PURCELL\NOELL-MITDS

JMG

November 10, 2000

• EXHIBIT "A"
SHEET 6 OF 15

THIS IS NOT A
NOELL PURCELL
C.O.E. MITIGATION AREA "M-6" OR BK 11795 PG 1910

DESCRIPTION: A parcel of land lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, lying partially within TRACT "B-5", of MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 8, run thence along the East boundary of the Northeast 1/4 of said Section 8, the following two (2) courses: 1) S.01°03'16"W., 1328.10 feet to a point on the Easterly boundary of said MANDOLIN PHASE 1; 2) along said Easterly boundary, S.01°02'21"W., 139.00 feet to a point on the South right-of-way line of CITRUS PARK DRIVE as shown on said plat of MANDOLIN PHASE 1; thence along said South right-of-way line, N.89°22'04"W., 45.42 feet; thence S.03°01'59"W., 18.02 feet to the **POINT OF BEGINNING**; thence S.03°01'59"W., 183.14 feet; thence S.04°37'26"W., 73.92 feet; thence S.13°00'59"W., 24.27 feet; thence N.76°59'01"W., 11.25 feet; thence N.06°49'10"E., 103.00 feet; thence N.13°06'52"W., 38.11 feet; thence N.26°46'55"W., 61.26 feet; thence N.40°55'09"W., 30.55 feet; thence N.52°39'53"W., 50.97 feet; thence N.19°15'58"E., 9.44 feet; thence N.37°43'16"W., 11.89 feet; thence N.39°49'49"W., 16.60 feet; thence along a line lying 18.00 feet South of and parallel with said South right-of-way line of CITRUS PARK DRIVE, S.89°22'04"E., 131.43 feet to the **POINT OF BEGINNING**.

Containing 0.271 acres, more or less.

RLH-NP-039
NOELL PURCELL\NOELL-MITDS
JMG

November 10, 2000

NOELL PURCELL
C.O.E. MITIGATION AREA "M-7"

PART 1

DESCRIPTION: A parcel of land being a portion of TRACT "B-2", of MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northwesterly corner of Lot 1, Block 4, of said MANDOLIN PHASE 1, run thence along the Westerly boundary of said Lot 1, Block 4, and the Easterly boundary of the aforesaid TRACT "B-2", the following two courses: 1) S.33°23'53"W., 10.11 feet to the **POINT OF BEGINNING**; 2) continue, S.33°23'53"W., 165.80 feet; thence S.85°15'50"W., 78.50 feet; thence S.54°38'36"W., 32.96 feet to a point on the Westerly boundary of said TRACT "B-2"; thence along said Westerly boundary, the following two (2) courses: 1) N.38°17'41"W., 16.56 feet; 2) N.05°51'01"E., 16.96 feet; thence N.73°58'42"E., 32.25 feet; thence N.70°06'03"E., 53.34 feet; thence N.38°29'55"E., 25.63 feet; thence N.17°49'46"W., 27.99 feet; thence N.53°56'12"E., 63.25 feet; thence N.48°30'48"E., 52.91 feet to a point on the Southerly boundary of a 10.00 foot wide Utility Easement lying along the Southerly boundary of TRACT "A-1" (Minaret Drive) as shown on said plat of the aforesaid MANDOLIN PHASE 1; thence along said South boundary of a 10.00 foot wide Utility Easement, S.65°00'00"E., 28.26 feet to the **POINT OF BEGINNING**.

Containing 0.229 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

PART 2

DESCRIPTION: A parcel of land being a portion of TRACT "B-2", of MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeasterly corner of Lot 16, Block 2, of said MANDOLIN PHASE 1, run thence along the Easterly boundary of said Lot 16, Block 2, and the Westerly boundary of the aforesaid TRACT "B-2", S.26°40'03"E., 10.02 feet a point on a curve, said point

also being the **POINT OF BEGINNING**; thence along the Southerly boundary of a 10.00 foot wide Utility Easement lying along the Southerly boundary of TRACT "A-1" (Minaret Drive) as shown on said plat of the aforesaid MANDOLIN PHASE 1, Easterly, 129.09 feet along the arc of a curve to the right having a radius of 165.00 feet and a central angle of $44^{\circ}49'39''$ (chord bearing $N.89^{\circ}27'30''E.$, 125.83 feet); thence $S.66^{\circ}31'51''W.$, 12.88 feet; thence $S.87^{\circ}18'36''W.$, 14.27 feet; thence $S.88^{\circ}45'31''W.$, 11.85 feet; thence $S.55^{\circ}42'37''W.$, 9.69 feet; thence $S.48^{\circ}27'39''W.$, 13.09 feet; thence $S.22^{\circ}12'32''W.$, 18.90 feet; thence $S.09^{\circ}53'02''W.$, 13.67 feet; thence $S.05^{\circ}41'15''E.$, 23.39 feet; thence $S.07^{\circ}55'55''W.$, 22.52 feet to a point on the aforesaid Easterly boundary of Lot 16, Block 2, and the aforesaid Westerly boundary of TRACT "B-2"; thence along said Easterly and Westerly boundaries, the following two (2) courses: 1) $S.83^{\circ}31'17''W.$, 11.28 feet; 2) $N.26^{\circ}40'03''W.$, 108.34 feet to the **POINT OF BEGINNING**.

Containing 0.122 acres, more or less.

RLH-NP-039
NOELL PURCELL\NOELL-MITDS
JMG

November 10, 2000

EXHIBIT "A"
SHEET 9 OF 15

NOELL PURCELL
C.O.E. MITIGATION AREA "M-8"

OR BK 11795 PG 1913

DESCRIPTION: A parcel of land lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 8, run thence along the North boundary of the Northeast 1/4 of said Section 8, N.89°05'49"W., 667.30 feet; thence along the East boundary of the Northwest 1/4 of the Northeast 1/4 of said Northeast 1/4 of Section 8, S.01°10'50"W., 665.99 feet; thence along the South boundary of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 8, N.89°15'47"W., 479.71 feet to the **POINT OF BEGINNING**; thence continue along said South boundary, N.89°15'47"W., 159.21 feet; thence N.20°00'00"E., 67.66 feet; thence N.18°00'00"E., 64.18 feet; thence N.09°00'00"E., 26.32 feet; thence S.86°00'00"E., 11.65 feet; thence S.78°59'43"E., 37.62 feet; thence S.28°16'37"E., 25.35 feet; thence S.63°43'54"E., 61.27 feet; thence S.09°35'08"W., 51.30 feet; thence S.44°32'11"E., 8.05 feet; thence S.00°44'13"W., 38.91 feet to the **POINT OF BEGINNING**.

Containing 0.403 acres, more or less.

RLH-NP-039
NOELL PURCELL\NOELL-MITDS
JMG

November 10, 2000

EXHIBIT "A" NOELL PURCELL
SHEET 10 OF 15 C.O.E. CONSERVATION EASEMENT AREA

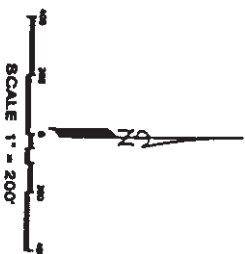
DESCRIPTION: A parcel of land lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, lying partially within Lot 7, Block 4, also lying partially within TRACT "A-1", (Minaret Drive), both being of MANDOLIN PHASE 1, according to the plat thereof as recorded in Plat Book 88, Page 45, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 7, Block 4, run thence along the Easterly boundary of said MANDOLIN PHASE 1, also being the West boundary of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 8, S.01°19'52"W., 10.00 feet; thence along the South boundary of a 10.00 foot wide Utility Easement lying within said Lot 7, Block 4, as shown on said plat of MANDOLIN PHASE 1, WEST, 15.00 feet; thence along a line lying 15.00 feet West of and parallel with the aforesaid West boundary of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 8, N.01°19'52"E., 70.02 feet; thence along a line lying 10.00 feet North of and parallel with the North boundary of the aforesaid TRACT "A-1" (Minaret Drive), EAST, 15.00 feet to a point on said West boundary of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 8; thence along said West boundary, S.01°19'52"W., 60.02 feet to the **POINT OF BEGINNING**.

Containing 1050 square feet, more or less.

RLH-NP-039
NOELL PURCELL\NOELL-MITDS
JMG


November 10, 2000



REDUCED COPY
(NOT TO SCALE)

[illegible]

SCALE. 1" = 200'



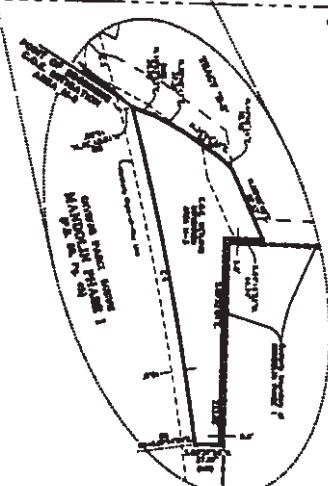
PLAN OF SEAWARD

The first locality of the monument $1\frac{1}{2}$ mi. S. of Seaside, Township 20 South, Range 11 East, Zone 10, is located at 42°13'N. on an assumed datum.

NOELL-PURCELL
C.O.E. MITIGATION AREAS "M-1" AND "M-2"

[illegible]

Report For: <u>ALABAMA</u>		DESCRIPTION SKETCH (Not a Survey)	
Date of Survey: _____ Name of Surveyor: _____ Name of Engineer: _____ Name of Drafter: _____ Name of Checker: _____ Name of Approver: _____ Title of Approver: _____ Date of Approval: _____ Signature of Approver: _____ Title of Approver: _____ Date of Approval: _____		Date of Survey: _____ Name of Surveyor: _____ Name of Engineer: _____ Name of Drafter: _____ Name of Checker: _____ Name of Approver: _____ Title of Approver: _____ Date of Approval: _____ Signature of Approver: _____ Title of Approver: _____ Date of Approval: _____	
Date of Survey: _____ Name of Surveyor: _____ Name of Engineer: _____ Name of Drafter: _____ Name of Checker: _____ Name of Approver: _____ Title of Approver: _____ Date of Approval: _____ Signature of Approver: _____ Title of Approver: _____ Date of Approval: _____		Date of Survey: _____ Name of Surveyor: _____ Name of Engineer: _____ Name of Drafter: _____ Name of Checker: _____ Name of Approver: _____ Title of Approver: _____ Date of Approval: _____ Signature of Approver: _____ Title of Approver: _____ Date of Approval: _____	



SCALE. 1" = 200'

PLAN OF BUILDING

The main building is an irregular 1/4 of Section Township 36 North, Range 11 East, but a bearing of 145° 10' N. on original plan.

EXHIBIT "A"
SHEET 13 OF 15

[illegible][illegible]

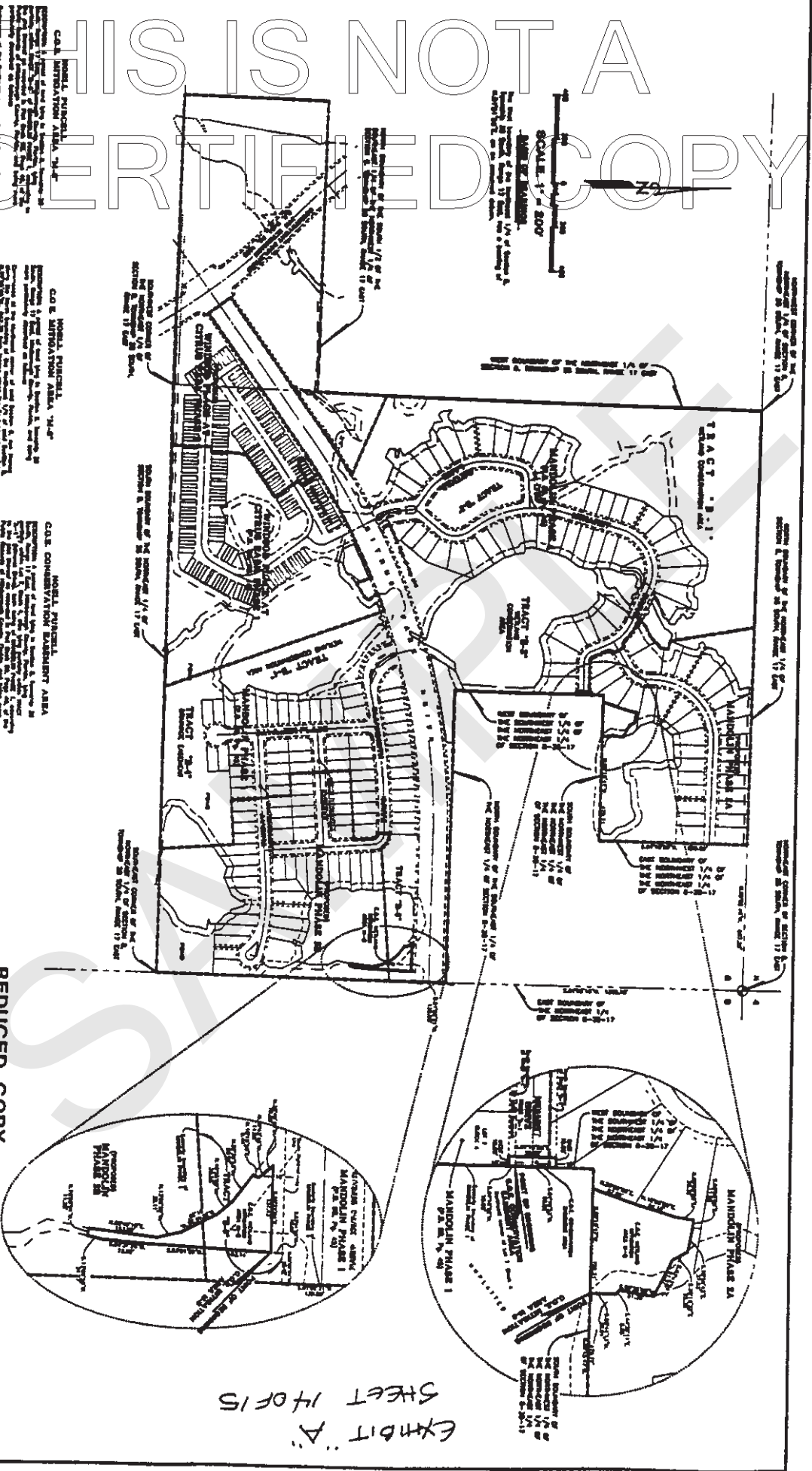
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NOELL-PURCELL
C.O.E. MITIGATION AREAS "M-8" AND "M-4"

Year	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

REVISIONS	DATE	BY	DESCRIPTION
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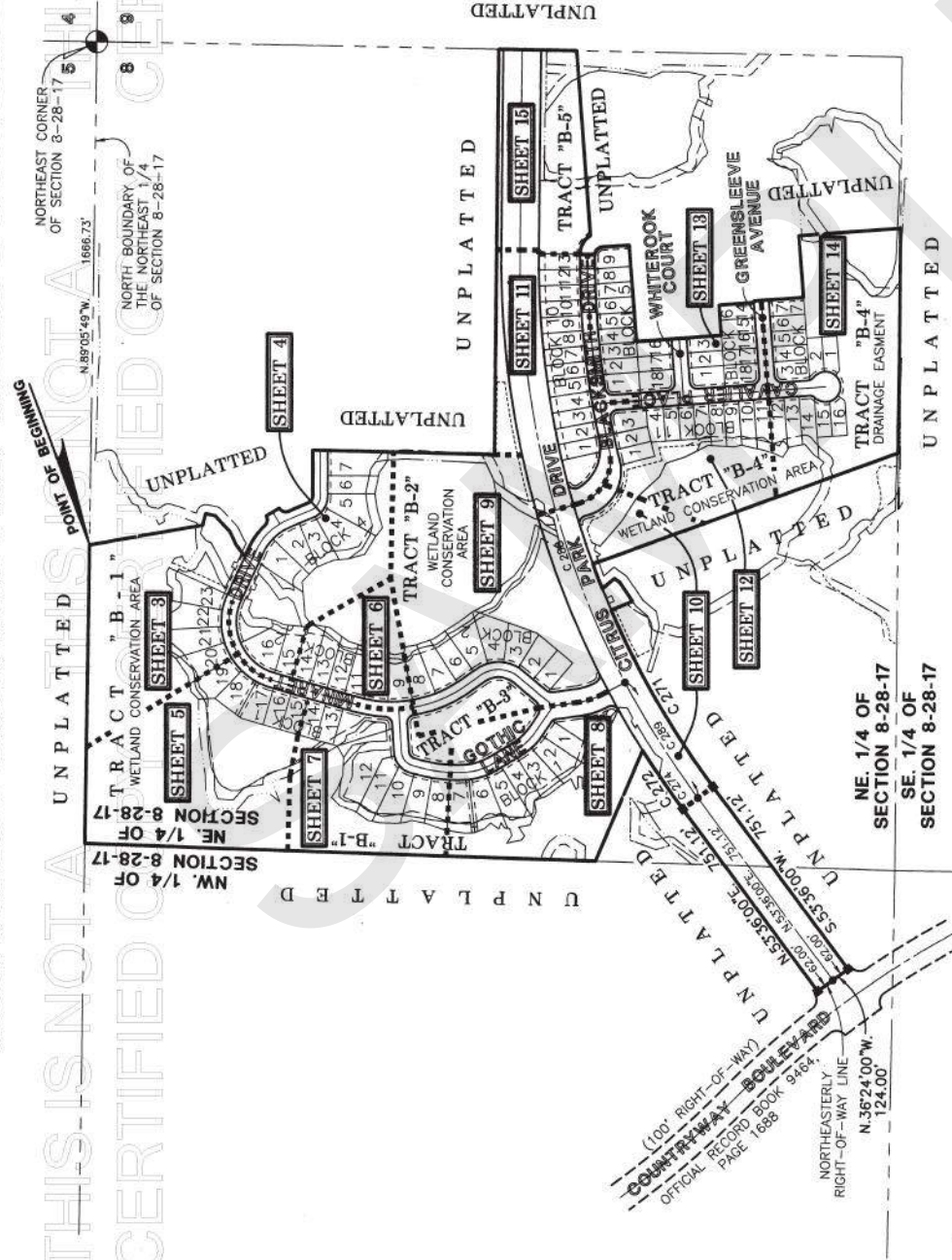
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(NOT TO SCALE)

NOELL-PURCELL
C.O.E. MITIGATION AREAS "M-6" AND "M-8"
AND C.O.E. CONSERVATION EASEMENT AREA

REVISIONS	DATE	DESCRIPTION
1	10/1/88	Initial Survey
2	10/1/88	Final Survey
3	10/1/88	Final Survey
4	10/1/88	Final Survey
5	10/1/88	Final Survey
6	10/1/88	Final Survey
7	10/1/88	Final Survey
8	10/1/88	Final Survey
9	10/1/88	Final Survey
10	10/1/88	Final Survey

MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
271	2938.00	13°11'24"	676.35	339.68	674.66	S. 60°11'42"W.
272	3062.00	04°24'00"	235.14	117.63	235.09	N. 55°48'00"E.
273	3062.00	02°31'05"	134.57	67.29	134.56	N. 54°51'32"E.
288	3000.00	37°01'56"	1639.01	1004.73	1905.43	N. 72°06'58"E.
289	3000.00	08°10'00"	459.21	226.93	459.48	S. 67°45'30"E.

Wetland Conservation Area Note:

The Wetland Conservation Area shall be permanently retained in a natural state (unless appropriately permitted for approval by all applicable agencies pursuant to Hillsborough County, FL Land Development Code (LDC) as amended; the "Hillsborough County Environmental Protection Act, Chapter 88-446, and Chapter 10, Rules of the Environmental Protection Commission, Hillsborough County, Florida, 1988). In addition, the Wetland Conservation Area shall be required and shall conform to the provisions stipulated within the Land Development Code.

LEGEND:

1. Symbol ■ indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
2. Symbol □ indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
3. Symbol ● indicates (P.C.P.) Permanent Control Point LB148
4. (R) indicates radial line
5. (NR) indicates non-radial line
6. RB - Reference Bearing
7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County

NOTES:

- NOTES:
1. Northing and Easting coordinates (indicated in feet) as shown hereon refer to the State Plane Coordinate System (NAD 83 - 1990 ADJUSTMENT) of the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only.

Originating Coordinates: Station "DOWNS" and Station "CITRUS 1934 RM6"

2. Subdivision plats by lot means represent a determination on whether properties will or will not flood. Land within the boundaries of the plat may or may not be subject to flooding. The Hillsborough County Building Department has information regarding flooding and restrictions on development.
3. Public Drainage Easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, plants and landscaping except as approved by the County Administrator.

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELLING AND DIMENSIONING.



2212 SWANN AVENUE
TAMPA, FLORIDA 33606
(813) 253-5311

DOT & ASSOCIATES, INC.
 1000 BUS. CENTER DR., SUITE 100
 WILSON, N.C. 27157
 (919) 286-1100
 CIVIL ENGINEERING
 LAND SURVEYING

MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

THIS IS NOT A CERTIFIED COPY

SECTION 5-28-17
SECTION 8-28-17

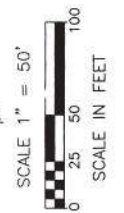
S.89°05'49"E. 989.63'

N.89°05'49"W. 1666.73'

POINT OF BEGINNING

NORTH BOUNDARY OF THE NE 1/4 OF SECTION 8-28-17

SEE SHEET 5
MATCH LINE



SEE NOTE ON SHEET 2 OF 16 FOR BASIS OF BEARINGS

APPROPRIATE FILED
DATE 3-8-2001
OF 10/11/01
BY [Signature]
COUNTY CLERK

TRACT "B-1"
WETLAND CONSERVATION AREA

S.10°00'00"E. 381.48'
359.54'

UNPLATTED

TRACT "B-1"

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CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
58	200.00	99°00'00"	34.58	234.17	304.16	N.65°30'00"E
182	225.00	14°00'00"	54.98	27.63	54.84	N.65°15'00"E
183	225.00	14°00'00"	54.98	27.63	54.84	N.79°15'00"E
184	225.00	14°00'00"	54.98	27.63	54.84	N.86°45'00"E
185	225.00	14°00'00"	54.98	27.63	54.84	S.72°45'00"E
186	225.00	07°45'00"	2.95	1.47	2.85	S.65°22'30"E

- LEGEND:
- Symbol indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - Symbol indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 - Symbol indicates (P.C.P.) Permanent Control Point LB148
 - (R) indicates radial line
 - (NR) indicates non-radial line
 - RB - Reference Bearing
 - E.P.C.H.C. - Environmental Protection Commission
 - W.C.A.S.L. - Wetland Conservation Area Setback Line
 - W.C.A. - Wetland Conservation Area
 - W.C.E. - Wetland Conservation Easement
 - 11. C.O.E. - United States Army Corps of Engineers

Wetland Conservation Area Note:
The Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

HEIDT & ASSOCIATES, INC.
LICENSED SURVEYOR
2212 SWANN AVENUE
TAMPA, FLORIDA 33606
(813) 253-5311

MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

- LEGEND:
- 1. Symbol indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - 2. Symbol indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 - 3. Symbol indicates (P.C.P.) Permanent Control Point LB148
 - 4. (R) indicates radial line
 - 5. (NR) indicates non-radial line
 - 6. RB - Reference Bearing
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County
 - 8. W.C.A.S.L. - Wetland Conservation Area Setback Line
 - 9. W.C.A. - Wetland Conservation Area
 - 10. W.C.E. - Wetland Conservation Easement
 - 11. C.O.E. - United States Army Corps of Engineers

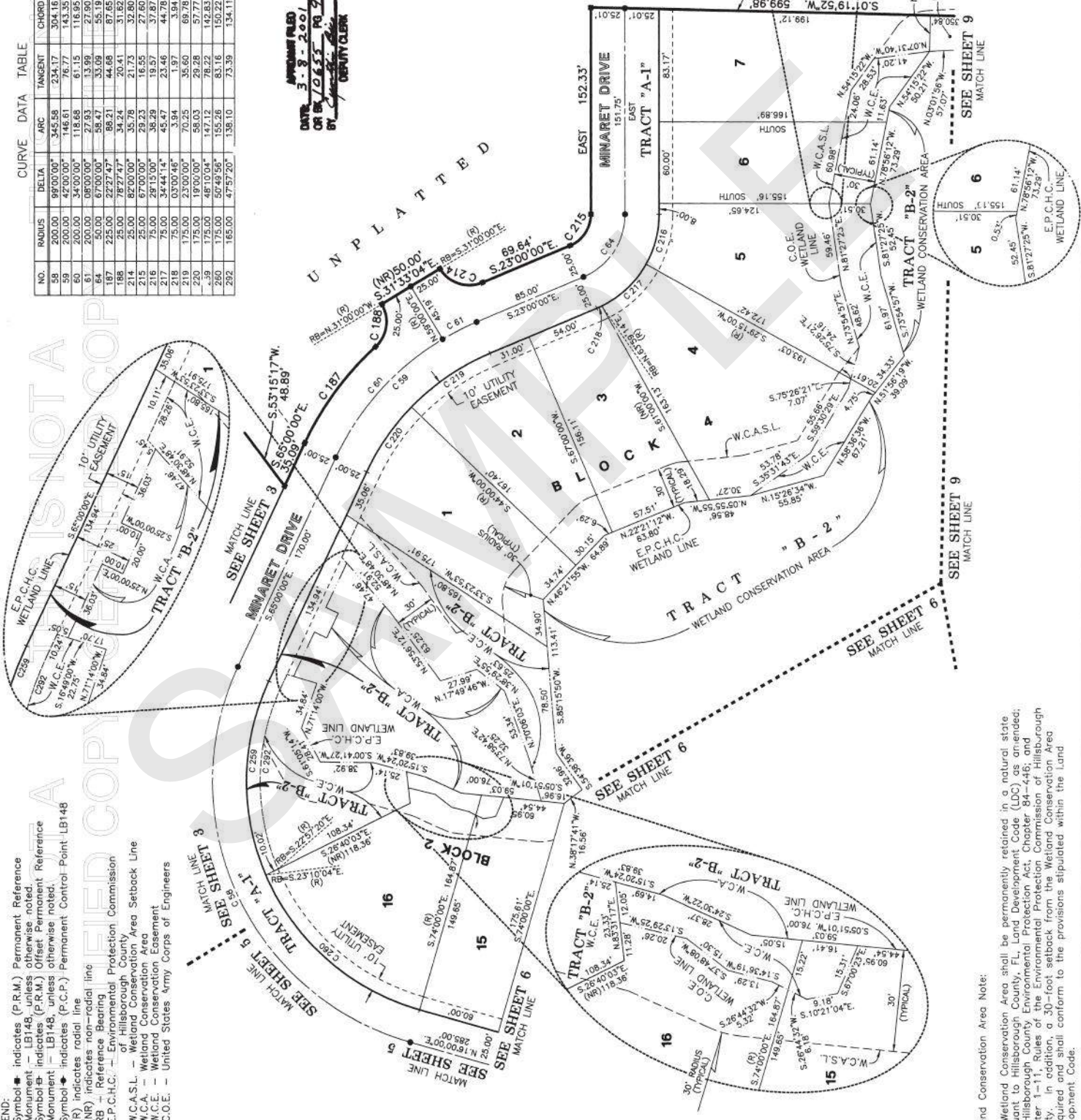
CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
58	200.00	99°00'00"	345.58	234.17	304.16	N 65°30'00"E
59	200.00	42°00'00"	145.61	76.77	143.35	S 44°00'00"E
60	200.00	34°00'00"	118.68	61.15	116.95	S 48°00'00"E
61	200.00	08°00'00"	27.93	13.99	27.90	S 27°00'00"E
64	50.00	67°00'00"	58.47	33.09	55.19	S 56°30'00"E
187	225.00	22°27'47"	88.21	44.68	87.65	S 53°46'07"E
188	25.00	78°27'47"	34.24	20.41	31.62	S 81°46'07"E
214	25.00	82°00'00"	35.78	21.73	32.80	S 18°00'00"W
215	25.00	67°00'00"	29.23	16.55	27.80	S 56°30'00"W
216	75.00	28°15'00"	36.29	19.57	37.87	N 75°22'30"W
217	75.00	03°00'45"	3.97	2.00	4.00	N 84°30'00"W
218	75.00	03°00'45"	3.97	2.00	4.00	N 84°30'00"W
219	175.00	23°00'00"	70.25	35.60	69.78	N 54°30'00"W
220	175.00	19°00'00"	58.03	29.28	57.77	N 55°30'00"W
239	175.00	48°10'04"	147.12	78.22	142.83	N 89°05'02"W
260	175.00	50°49'56"	155.26	83.16	150.22	S 41°24'58"W
292	165.00	47°57'20"	138.10	73.39	134.11	S 86°58'40"E

APPROVED
DATE 3-3-2001
BY B. J. JONES JR.
DEPUTY CLERK



SEE NOTE ON SHEET 2 OF 16
FOR BASIS OF BEARINGS



Wetland Conservation Area Note:

The Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-448; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING
2212 SWANN AVENUE
TAMPA, FLORIDA 33606
(813) 253-5311

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

MANDOLIN PHASE 1

SECTION 5-28-17
SECTION 8-28-17

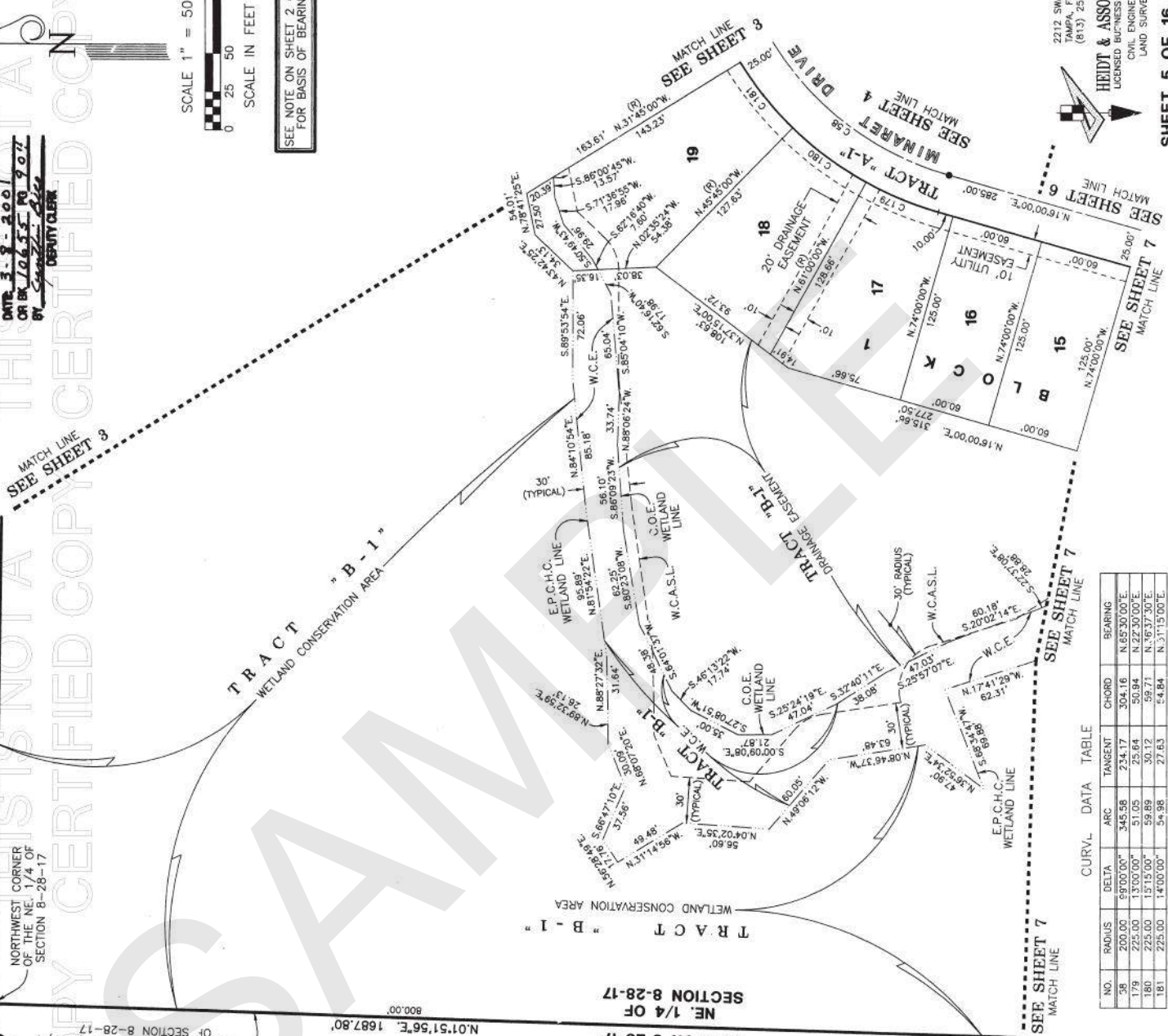
U N P L A T T E D

APPROPRIATE FILED
DATE 3-9-2001
BY [Signature]
DEPUTY CLERK



SCALE 1" = 50'
0 25 50 100
SCALE IN FEET

SEE NOTE ON SHEET 2 OF 16
FOR BASIS OF BEARINGS



Wetland Conservation Area Note:
The Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL Land Development Code (LDC) as amended, the Hillsborough County Environmental Protection Ordinance, Chapter 8-446, and the Rules of the Hillsborough County Environmental Protection Commission in addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

- LEGEND:
- 1. Symbol (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - 2. Symbol (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 - 3. Symbol (P.C.P.) Permanent Control Point LB148
 - 4. (R) indicates radial line
 - 5. (NR) indicates non-radial line
 - 6. RB - Reference Bearing
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County
 - 8. W.C.A.S.L. - Wetland Conservation Area Setback Line
 - 9. W.C.A. - Wetland Conservation Area
 - 10. W.C.E. - Wetland Conservation Easement
 - 11. C.O.E. - United States Army Corps of Engineers

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
18	200.00	58.00°00'	345.58	234.17	304.16	N.85°30'00"E
17	225.00	13.00°00'	91.05	25.64	30.94	N.22°30'00"E
16	225.00	15.15°00'	59.89	30.12	39.71	N.16°17'30"E
15	225.00	14.00°00'	54.98	27.63	34.84	N.11°15'00"E

HEIDT & ASSOCIATES, INC.
2012 SWANN AVENUE
TAMPA, FLORIDA 33606
(813) 253-5311
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING

MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

Wetland Conservation Area Note:

The Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL, Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11; Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.



SEE NOTE ON SHEET 2 OF 16 FOR BASIS OF BEARINGS

DATE 3-8-2001
BY 10655 70 904
DEPUTY CLERK

UNPLATED

NE 1/4 OF SECTION 8-28-17
NW 1/4 OF SECTION 8-28-17

SEE SHEET 8 MATCH LINE

SEE SHEET 9 MATCH LINE

SEE SHEET 6 MATCH LINE

SEE SHEET 5 MATCH LINE

SEE SHEET 4 MATCH LINE

SEE SHEET 3 MATCH LINE

SEE SHEET 2 MATCH LINE

- LEGEND:
- 1. Symbol - Indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - 2. Symbol - Indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 - 3. Symbol - Indicates (P.C.P.) Permanent Control Point (LB148)
 - 4. (R) indicates radial line
 - 5. (NR) indicates non-radial line
 - 6. RB - Reference Bearing
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County
 - 8. W.C.A.S.L. - Wetland Conservation Area Setback Line
 - 9. W.C.E. - Wetland Conservation Area
 - 10. W.C.E. - Wetland Conservation Easement
 - 11. C.O.E. - United States Army Corps of Engineers

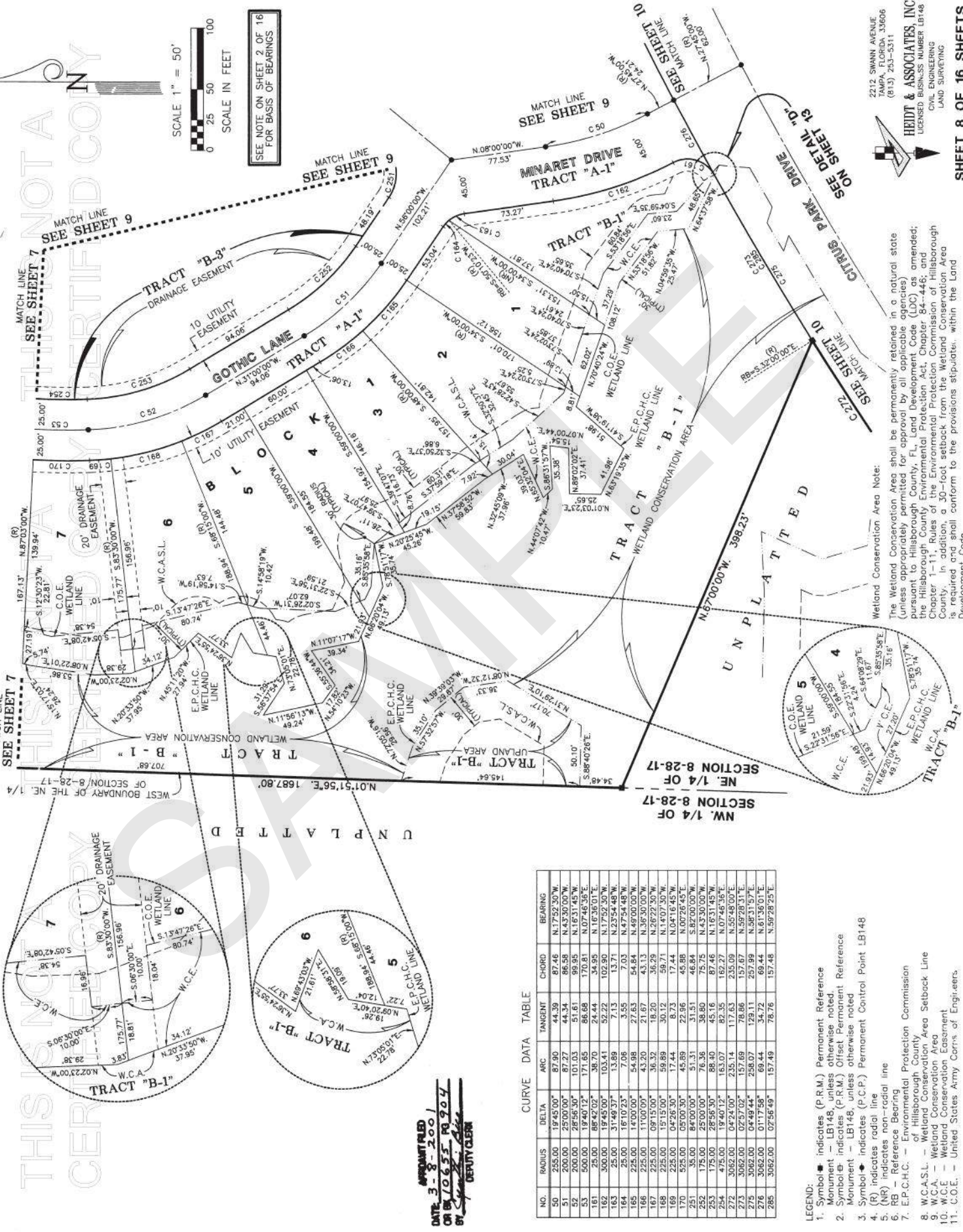
CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
53	500.00	19.4012°	171.65	86.68	170.81	N.0745.36°E.
54	50.00	88.5319°	60.12	34.29	58.56	N.5203.21°E.
55	425.00	51.0000°	378.30	202.71	365.83	N.0910.00°W.
56	425.00	19.2323°	143.83	72.61	143.14	S.0618.18°W.
57	425.00	31.3637°	234.47	120.30	231.51	S.1911.42°E.
171	525.00	06.3000°	59.56	29.81	59.53	N.0612.00°E.
172	525.00	06.3000°	59.56	29.81	59.53	N.1242.00°E.
173	525.00	01.3941°	15.22	7.61	15.22	N.1646.51°E.
174	75.00	32.0400°	41.98	21.55	41.43	N.3338.41°E.
175	75.00	27.2519°	35.90	18.30	35.55	N.6232.21°E.
176	75.00	09.2400°	12.30	6.17	12.29	N.8748.00°E.
177	25.00	83.5131°	104.92	22.45	33.41	N.4434.15°E.
178	450.00	13.2111°	104.92	22.45	104.66	N.0919.15°E.
253	450.00	13.2111°	104.92	22.45	104.66	N.0919.15°E.
254	25.00	88.5319°	30.06	15.15	22.38	N.5203.21°E.
255	25.00	84.0325°	36.68	22.53	33.47	S.5128.18°E.

HEIDT & ASSOCIATES, INC.
2212 SWANN AVENUE
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LAND SURVEYING

MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
50	255.00	19°45'00"	87.90	44.39	87.90	N.17°52'30"W.
51	200.00	25°00'00"	87.27	44.34	86.58	N.43°30'00"W.
52	200.00	28°55'30"	101.03	51.61	99.95	N.16°31'45"W.
53	500.00	19°40'12"	171.65	86.68	170.81	N.07°46'36"E.
161	25.00	88°42'02"	38.70	24.44	34.95	N.16°36'01"E.
162	300.00	19°45'00"	103.41	52.22	102.90	N.17°52'30"W.
163	25.00	31°49'37"	13.69	7.13	13.71	N.25°54'48"W.
164	25.00	16°10'23"	7.08	3.55	7.03	N.47°34'48"W.
165	25.00	11°00'00"	4.30	2.16	4.33	N.35°30'00"W.
166	225.00	09°15'00"	36.32	18.20	36.29	N.26°22'30"W.
167	225.00	15°15'00"	59.69	30.12	59.71	N.14°07'30"W.
168	225.00	04°26'30"	17.44	8.73	17.44	N.04°16'45"W.
170	525.00	05°00'30"	45.69	22.96	45.88	N.00°26'45"E.
251	35.00	84°00'00"	51.31	31.51	46.84	S.82°00'00"W.
252	175.00	25°00'00"	76.38	38.80	75.75	N.43°30'00"W.
253	175.00	28°55'30"	88.40	45.16	87.46	N.16°31'45"W.
254	475.00	19°40'12"	163.07	82.35	162.27	N.07°46'36"E.
272	3062.00	04°24'00"	235.14	117.63	235.09	N.55°48'00"E.
273	3062.00	02°57'02"	157.69	78.66	157.67	N.56°28'31"E.
275	3062.00	04°49'44"	258.07	129.11	257.99	N.56°31'57"E.
276	3062.00	01°17'56"	69.44	34.72	69.44	N.61°38'01"E.
285	3062.00	02°56'49"	157.49	76.76	157.46	N.59°28'25"E.

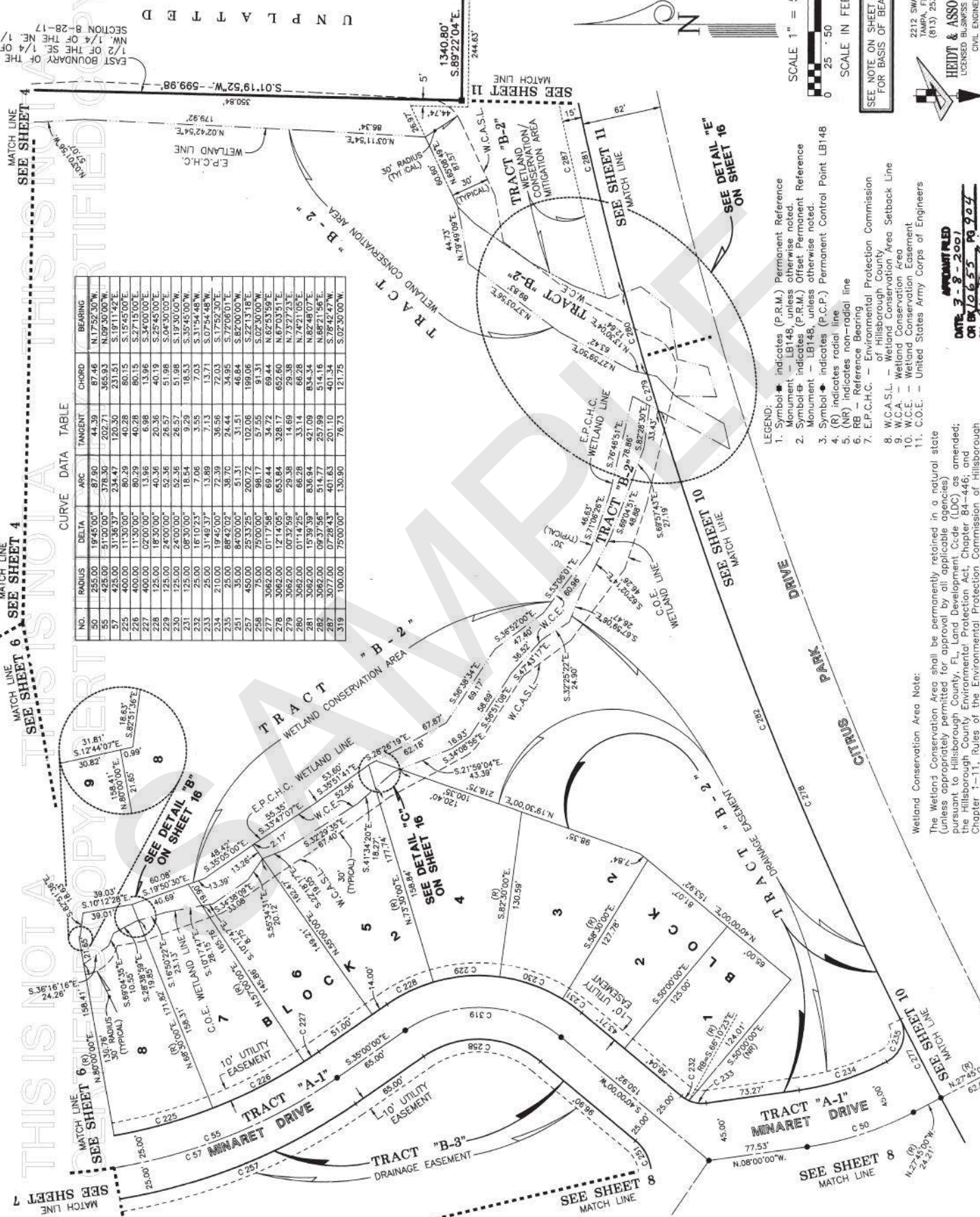
- LEGEND:
- 1. Symbol indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - 2. Symbol indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 - 3. Symbol indicates (P.C.P.) Permanent Control Point LB148.
 - 4. (R) indicates radial line.
 - 5. (NR) indicates non-radial line.
 - 6. RB - Reference Bearing.
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County.
 - 8. W.C.A.S.L. - Wetland Conservation Area Setback Line.
 - 9. W.C.A. - Wetland Conservation Area.
 - 10. W.C.E. - Wetland Conservation Easement.
 - 11. C.O.E. - United States Army Corps of Engineers.

DATE: 3-8-2001
BY: 10635 R904
DEPUTY CLERK

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SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
50	255.00	19.4500°	87.90	44.39	87.46	N.1752.30°W.
51	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
52	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
53	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
54	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
55	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
56	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
57	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
58	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
59	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
60	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
61	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
62	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
63	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
64	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
65	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
66	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
67	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
68	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
69	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
70	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
71	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
72	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
73	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
74	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
75	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
76	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
77	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
78	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
79	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
80	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
81	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
82	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
83	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
84	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
85	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
86	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
87	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
88	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
89	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
90	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
91	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
92	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
93	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
94	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
95	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
96	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
97	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
98	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
99	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.
100	425.00	31.3000°	578.30	202.71	565.93	S.0930.00°W.

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SEE NOTE ON SHEET 2 OF 16 FOR BASIS OF BEARINGS

SCALE 1" = 50'

SCALE IN FEET

0 25 50 100

HEIDT & ASSOCIATES, INC.
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TAMPA, FLORIDA 33606
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CIVIL ENGINEERING
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DATE: 3-8-2001
BY: 10655 00904
DEPUTY CLERK

MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

Wetland Conservation Area Note:

The Wetland Conservation Area shall be permanently retained in a natural state (unless appropriately permitted for approval by all applicable agencies) pursuant to Hillsborough County, FL, Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446, and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.



SEE NOTE ON SHEET 2 OF 16 FOR BASIS OF BEARINGS

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
65	150.00	87°03'49"	227.93	142.50	206.63	S.89°31'54"E
142	150.00	86°17'52"	215.46	131.08	197.41	N.57°08'56"W
143	25.00	91°22'37"	39.87	25.61	35.78	N.61°41'19"W
270	2938.00	01°42'59"	68.01	44.01	88.01	S.69°08'30"W
271	2938.00	1°31'24"	67.35	33.98	67.46	S.67°11'42"W
272	3062.00	04°24'00"	235.14	117.63	235.09	N.55°48'00"E
274	3062.00	02°31'05"	134.57	67.29	134.56	N.54°51'32"E
275	3062.00	04°49'44"	256.07	129.11	257.99	N.59°31'57"E
278	3062.00	12°14'05"	653.84	328.17	652.60	N.67°03'51"E
282	3062.00	09°37'56"	514.77	257.99	514.16	N.69°21'56"E
286	3000.00	37°01'56"	1938.01	1004.73	1905.43	N.72°06'56"E
288	3000.00	05°45'00"	632.31	306.89	632.16	N.68°07'30"E
290	2938.00	02°32'23"	134.50	67.26	134.49	N.57°18'41"E
294	2938.00	01°22'37"	70.61	35.31	70.61	N.57°18'41"E
295	2938.00	07°55'23"	47.01	23.50	47.01	N.71°48'20"E
297	170.00	73°43'16"	218.73	127.46	203.96	S.55°18'56"E
316	3034.00	00°42'07"	37.7	18.59	37.17	S.60°25'38"W
317	3034.00	00°30'09"	26.70	13.35	26.70	S.59°39'22"W
318	3034.00	02°07'8"	112.35	56.18	112.34	S.68°30'35"W
341	2938.00	01°29'37"	76.59	38.30	76.59	S.67°32'12"W
342	2938.00	00°27'54"	23.85	11.92	23.85	N.67°01'21"E
343	2938.00	00°23'4"	20.00	10.00	20.00	N.67°27'00"E
344	2938.00	00°38'19"	32.74	16.37	32.74	N.67°57'31"E

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DATE: 3-8-2001
BY: [Signature]
DEPUTY CLERK

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HEIDT & ASSOCIATES, INC.
LICENSED PROFESSIONAL ENGINEER
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MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

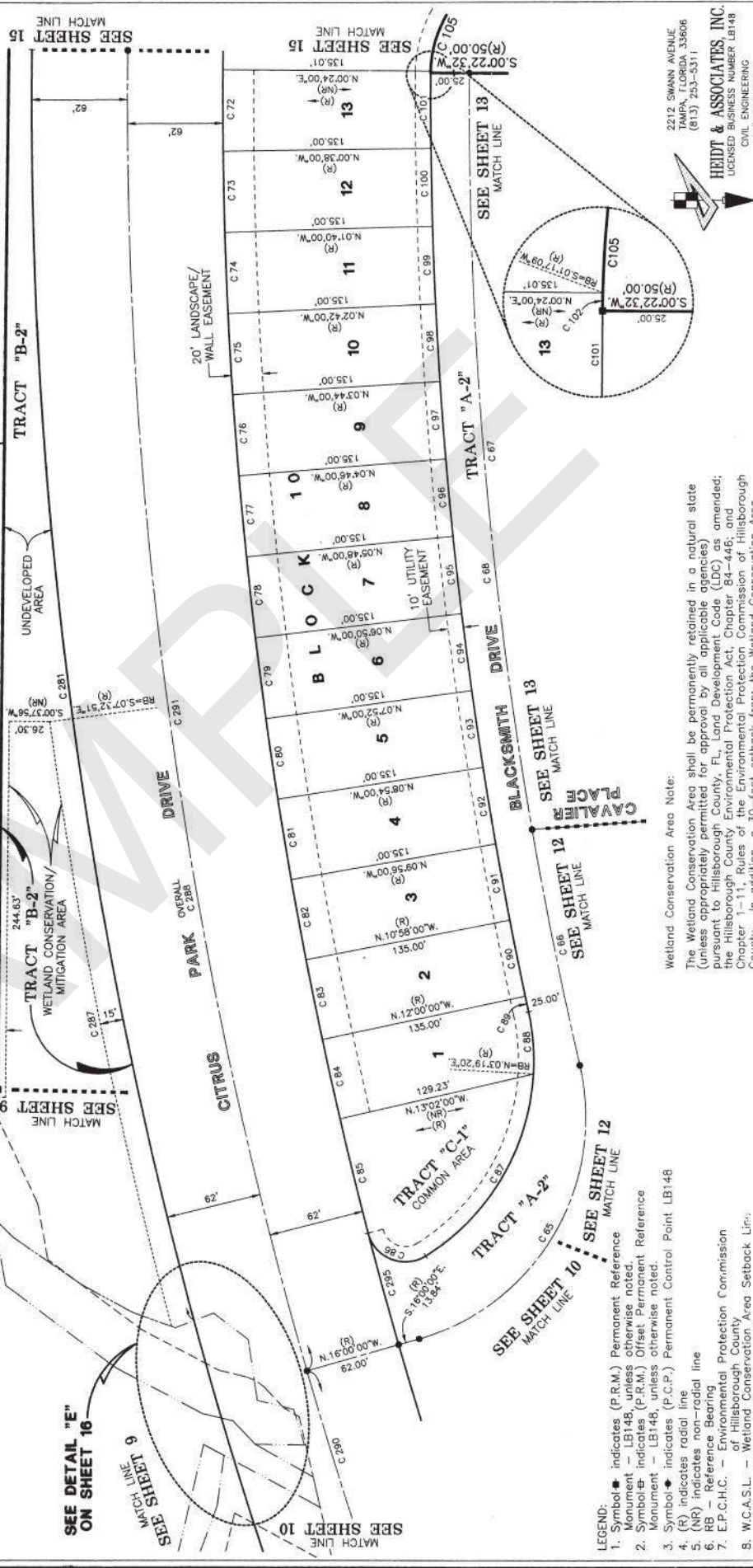
NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
65	150.00	87°03'49"	227.93	142.50	208.63	S.59°31'54"E
66	2778.00	0°31'40"	156.80	78.47	156.88	N.76°33'15"E
67	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
68	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
69	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
70	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
71	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
72	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
73	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
74	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
75	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
76	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
77	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
78	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
79	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
80	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
81	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
82	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
83	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E
84	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
85	2938.00	0°12'39"	76.61	38.31	76.61	S.76°13'11"W
86	25.00	107°30'08"	46.91	34.10	40.32	S.21°43'17"W
87	150.00	54°38'53"	143.07	77.50	137.71	S.59°21'13"E
88	150.00	15°32'10"	40.67	20.46	40.55	N.85°33'15"E
89	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
90	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
91	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
92	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
93	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
94	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
95	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
96	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
97	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
98	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
99	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
100	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
101	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
102	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
103	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
104	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
105	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
106	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
107	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
108	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
109	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
110	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
111	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
112	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
113	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
114	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
115	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
116	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
117	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
118	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
119	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
120	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
121	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
122	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
123	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
124	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
125	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
126	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
127	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
128	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
129	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
130	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
131	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
132	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
133	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
134	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
135	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
136	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
137	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
138	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
139	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
140	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
141	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
142	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
143	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
144	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
145	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
146	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
147	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
148	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
149	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E
150	2803.00	0°12'48"	10.46	5.23	10.46	N.77°33'35"E

TRACT "B-2"
WETLAND CONSERVATION AREA

UNPLATTED
S.89°22'04"E. 1340.80'



- LEGEND:
- 1. Symbol - Indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - 2. Symbol - Indicates (P.R.M.) Offset Permanent Monument - LB148, unless otherwise noted.
 - 3. Symbol - Indicates (P.C.P.) Permanent Control Point LB148
 - 4. (R) Indicates radial line
 - 5. (NR) Indicates non-radial line
 - 6. RB - Reference Bearing
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County
 - 8. W.C.A.S.L. - Wetland Conservation Area Setback Line
 - 9. W.C.A. - Wetland Conservation Area
 - 10. W.C.E. - Wetland Conservation Easement
 - 11. C.O.E. - United States Army Corps of Engineers

Wetland Conservation Area Note:

The Wetland Conservation Area shall be permanently retained in a natural state (unless appropriately permitted for approval by all applicable agencies) pursuant to Hillsborough County, FL, Land Development Code (LDC) as amended; Hillsborough County Environmental Protection Act, Chapter 84-44, and the Hillsborough County Wetland Conservation Ordinance, Chapter 84-45, of the Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

2212 SWANN AVENUE
TAMPA, FLORIDA 33606
(813) 253-5311

HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING

MANDOLIN PHASE 1
SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
65	150.00	87°03'49"	227.93	142.50	206.63	S.59°31'54"E.
66	278.00	03°14'09"	156.90	78.47	156.88	N.78°33'19"E.
68	278.00	13°26'21"	651.60	327.30	650.11	N.83°39'22"E.
137	25.00	86°44'19"	42.21	27.37	57.37	S.52°37'08"W.
138	278.00	01°06'00"	52.85	26.43	52.85	S.77°25'00"W.
140	278.00	09°47'38"	38.14	19.07	38.14	S.76°28'11"W.
141	150.00	05°37'45"	14.74	7.37	14.73	S.78°53'15"W.
142	150.00	82°17'52"	215.46	131.08	197.41	N.57°08'56"W.
297	170.00	73°43'16"	218.73	127.46	203.96	S.55°18'56"E.

SCALE 1" = 50'
0 25 50 100
SCALE IN FEET

SEE NOTE ON SHEET 2 OF 16
FOR BASIS OF BEARINGS

APPROVAT FLED
DATE: 3-2-2001
OR 10/6/95 PG. 904
BY: *Camille J. ...*
DEPUTY CLERK

- LEGEND:
- 1. Symbol indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - 2. Symbol indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 - 3. Symbol indicates (P.C.P.) Permanent Control Point LB148.
 - 4. (R) indicates radial line.
 - 5. (NR) indicates non-radial line.
 - 6. RB - Reference Bearing.
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County.
 - 8. W.C.A.S.L. - Wetland Conservation Area Setback Line.
 - 9. W.C.A. - Wetland Conservation Area.
 - 10. W.C.E. - Wetland Conservation Easement.
 - 11. C.O.E. - United States Army Corps of Engineers.

Wetland Conservation Area Note:
The Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL Land Development Code (LDC) and the Hillsborough County Environmental Protection Act, Chapter 84-446, and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

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TAMPA, FLORIDA 33606
(813) 253-5311
HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING

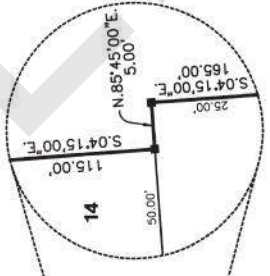
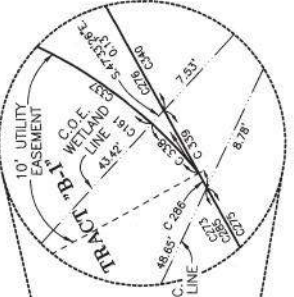
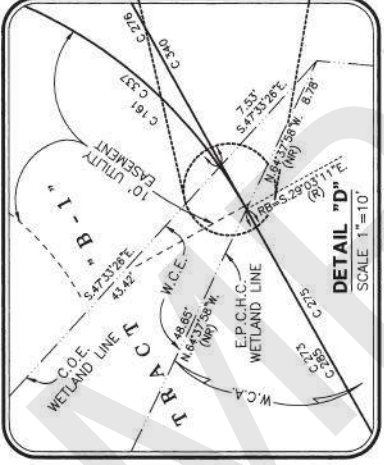
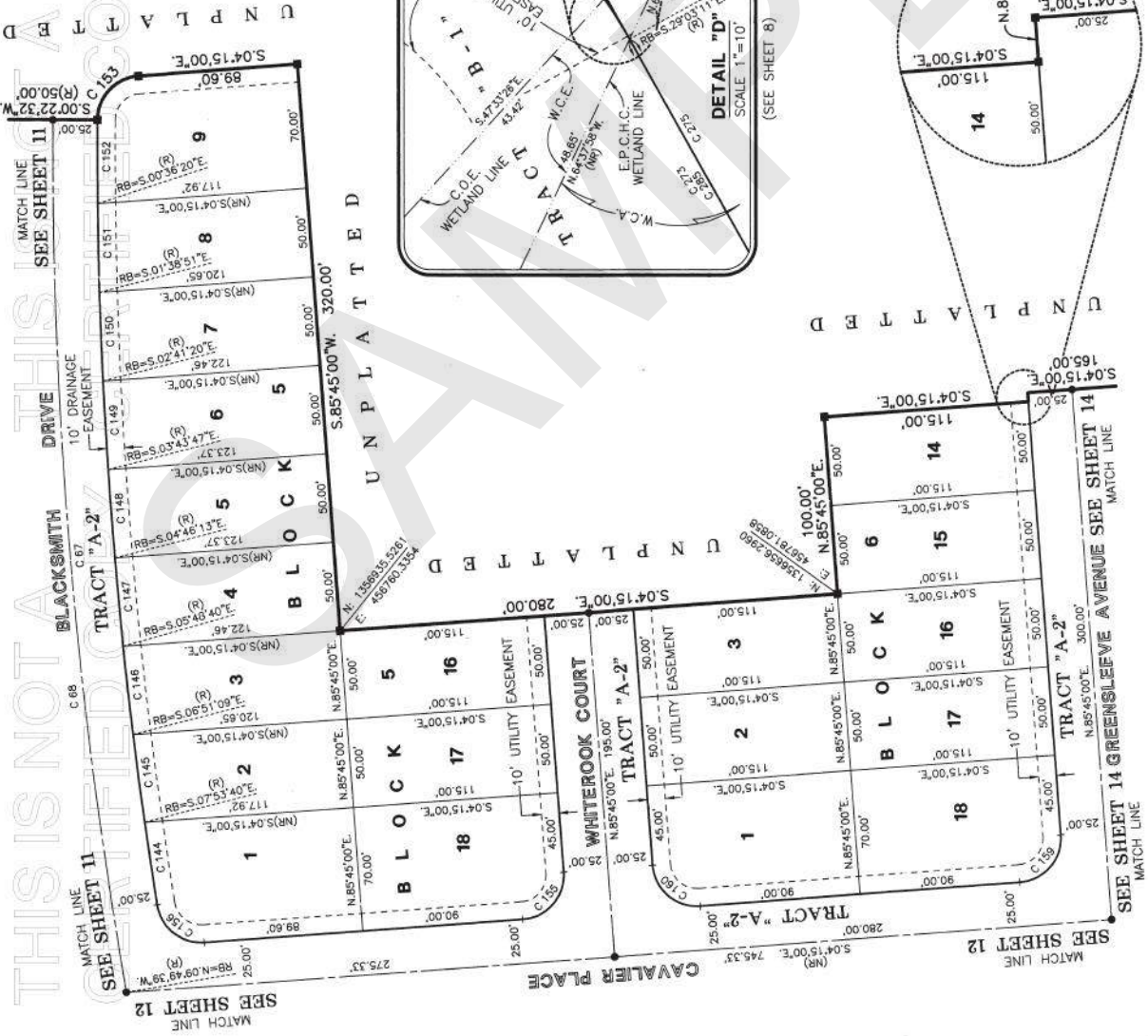
MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

APPROXIMATE
DATE 3-8-2001
ON BK 10655 PG 904
BY *[Signature]*
DEPUTY CLERK



SEE NOTE ON SHEET 2 OF 16
FOR BASIS OF BEARINGS



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
67	2778.00	10°12'11"	494.70	248.01	494.05	N.85°16'27"E.
68	2778.00	13°26'21"	651.60	327.30	650.11	N.83°39'22"E.
144	2753.00	00°58'52"	47.14	23.57	47.14	N.81°36'54"E.
145	2753.00	01°02'32"	50.08	25.04	50.07	N.82°37'55"E.
146	2753.00	01°02'29"	50.03	25.02	50.03	N.82°40'06"E.
147	2753.00	01°02'27"	50.01	25.01	50.01	N.82°42'33"E.
148	2753.00	01°02'26"	50.00	25.00	50.00	N.82°45'00"E.
149	2753.00	01°02'25"	50.01	25.01	50.01	N.82°47'27"E.
150	2753.00	01°02'24"	50.01	25.01	50.01	N.82°49'54"E.
151	2753.00	01°02'23"	50.00	25.00	50.00	N.82°52'21"E.
152	2753.00	00°58'52"	47.14	23.57	47.14	N.80°52'26"E.
153	25.00	85°22'26"	37.25	23.06	33.90	S.46°56'14"E.
154	25.00	90°00'00"	39.27	25.00	35.36	N.49°15'00"W.
155	25.00	85°22'26"	37.25	23.06	33.90	N.39°26'14"E.
156	25.00	90°00'00"	39.27	25.00	35.36	N.49°15'00"W.
160	25.00	90°00'00"	39.27	25.00	35.36	N.40°45'00"E.
161	25.00	88°42'02"	38.70	24.44	34.95	N.16°36'01"E.
273	3062.00	02°57'02"	157.69	78.86	157.67	N.59°28'31"E.
275	3062.00	02°57'02"	157.69	78.86	157.67	N.59°28'31"E.
276	3062.00	01°17'58"	69.44	34.72	69.44	N.61°36'01"E.
285	3062.00	02°56'49"	157.49	78.76	157.48	N.59°28'29"E.
286	3062.00	00°00'13"	0.20	0.10	0.20	N.60°58'56"E.
337	25.00	83°00'02"	36.22	22.12	33.13	S.15°45'01"W.
338	25.00	05°42'00"	2.49	1.24	2.49	N.85°00'00"E.
339	3062.00	12°03'03"	181.46	90.73	181.46	N.85°00'00"E.
340	3062.00	12°11'01"	181.46	90.73	181.46	N.85°00'00"E.

- LEGEND:
- 1. Symbol ■ indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 - 2. Symbol ⊕ indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 - 3. Symbol ◆ indicates (P.C.P.) Permanent Control Point LB148
 - 4. (R) indicates radial line
 - 5. (NR) indicates non-radial line
 - 6. RB - Reference Bearing
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County
 - 8. W.C.A.S.L. - Wetland Conservation Area Setback Line
 - 9. W.C.A. - Wetland Conservation Area
 - 10. W.C.E. - Wetland Conservation Easement
 - 11. C.O.E. - United States Army Corps of Engineers

Wetland Conservation Area Note:

This Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required. All shall conform to the provisions stipulated within the Land Development Code.

2712 SWANN AVENUE
TAMPA, FLORIDA 33606
(813) 253-0311
HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING

MANDOLIN PHASE 1

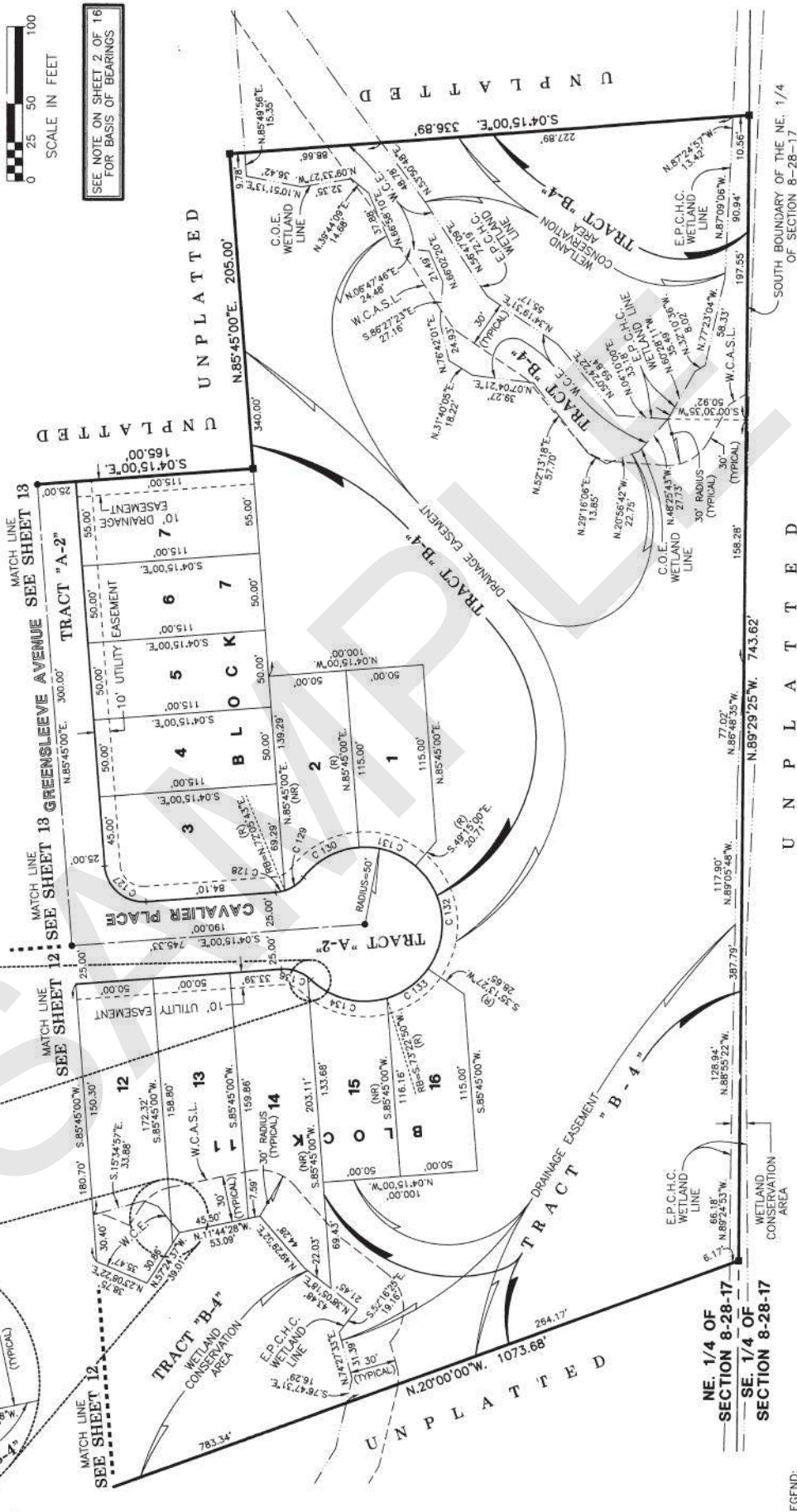
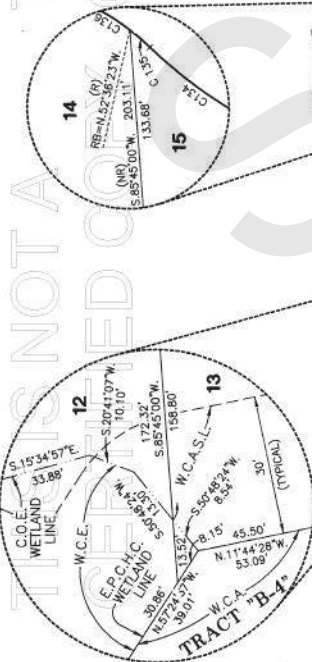
SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

APPROVED FILED
DATE: 3-8-2001
OR BY 10655 PG 904
BY *Heidt & Associates, Inc.*
DEPUTY CLERK

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
127	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
128	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
129	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
130	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
131	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
132	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
133	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
134	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
135	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W
136	25.00	90°00'00"	50.00	35.36	50.00	S.40°45'00"W

SCALE 1" = 50'
0 25 50 100
SCALE IN FEET

SEE NOTE ON SHEET 2 OF 16
FOR BASIS OF BEARINGS



UNPLATTED

SOUTH BOUNDARY OF THE NE. 1/4
OF SECTION 8-28-17

NE. 1/4 OF
SECTION 8-28-17
SE. 1/4 OF
SECTION 8-28-17

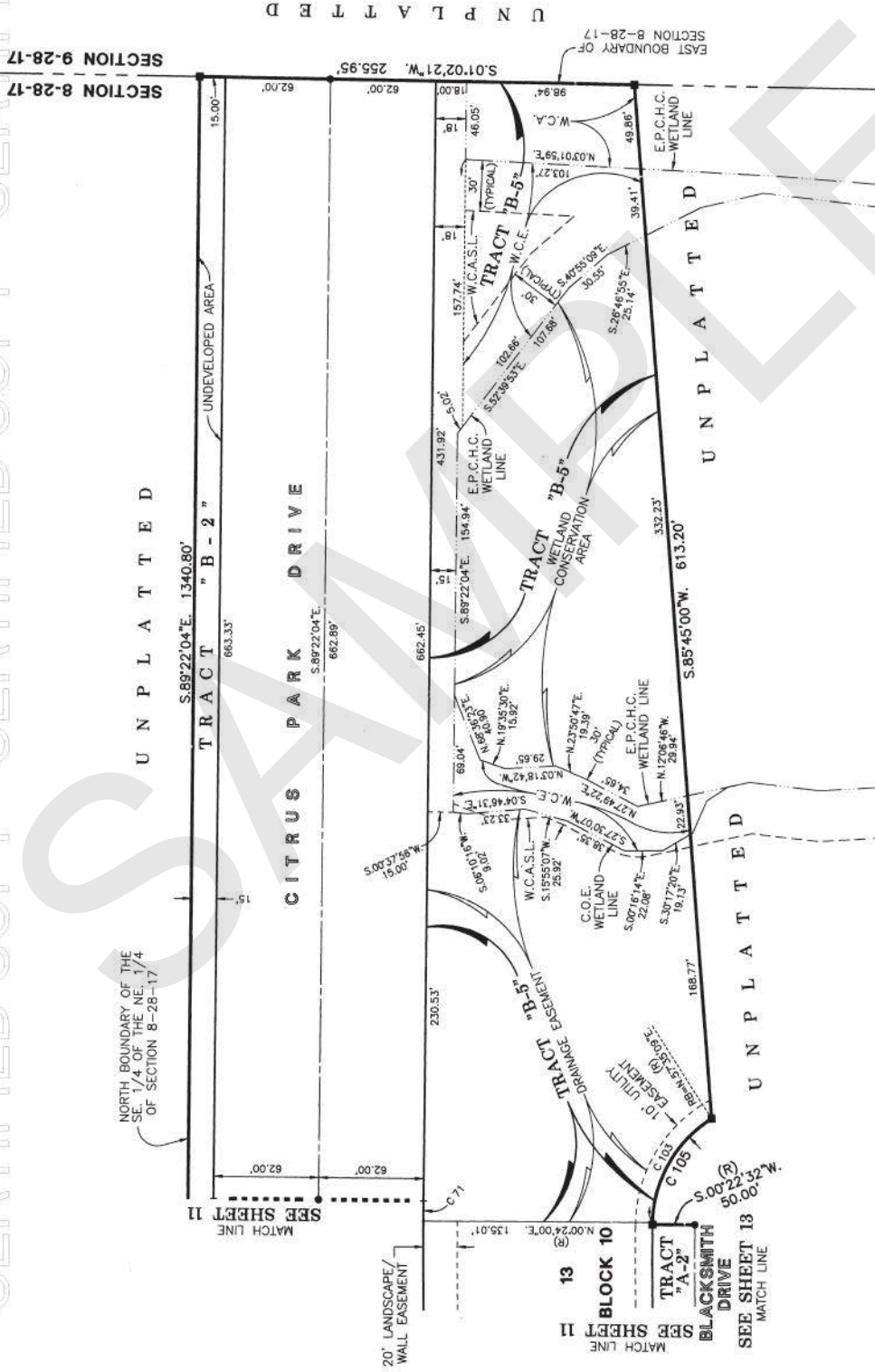
- LEGEND:
- 1. Symbol - Indicates (P.R.M.) Permanent Reference
 - 2. Monument - LB148, unless otherwise noted.
 - 3. Symbol - Indicates (P.R.M.) Offset Permanent Reference
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 - 5. (R) - Indicates radial line
 - 6. RB - Reference Bearing
 - 7. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County
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Wetland Conservation Area Note:

The Wetland Conservation Area shall be permanently retained in a natural state pursuant to Hillsborough County, FL, Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

2212 SWANN AVENUE
TAMPA, FLORIDA 33606
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HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB146
CIVIL ENGINEERING
LAND SURVEYING

THIS IS NOT A
CERTIFIED COPY



CURVE DATA TABLE						
NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
71	2938.00	00°13'56"	11.91	5.96	11.91	N 89°29'02" W.
103	103	56°18'01"	73.70	40.13	70.77	S 60°33'51" E.
104	75.00	57°12'37"	34.80	40.90	71.82	S 61°01'09" W.

LEGEND:

1. Symbol ■ indicates (P.R.M.) Permanent Reference Monument — LB148, unless otherwise noted.
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6. RB — Reference Bearing
7. E.P.C.H.C. — Environmental Protection Commission of Hillsborough County
8. W.C.A.S.L. — Wetland Conservation Area Setback Line
9. W.C.A. — Wetland Conservation Area
10. W.C.E. — Wetland Conservation Easement
11. U.C.E. — United States Army Corps of Engineers

Wetland Conservation Area Note:

The Wetland Conservation Area shall be permanently retained in a natural state (unless appropriately permitted for approval by all applicable agencies) and shall conform to the following County, Local Development Code (LDC) as amended, and Hillborough County Ordinance No. 80-46:

Chapter 1-11, Rules of the Environmental Protection Commission of Hillborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

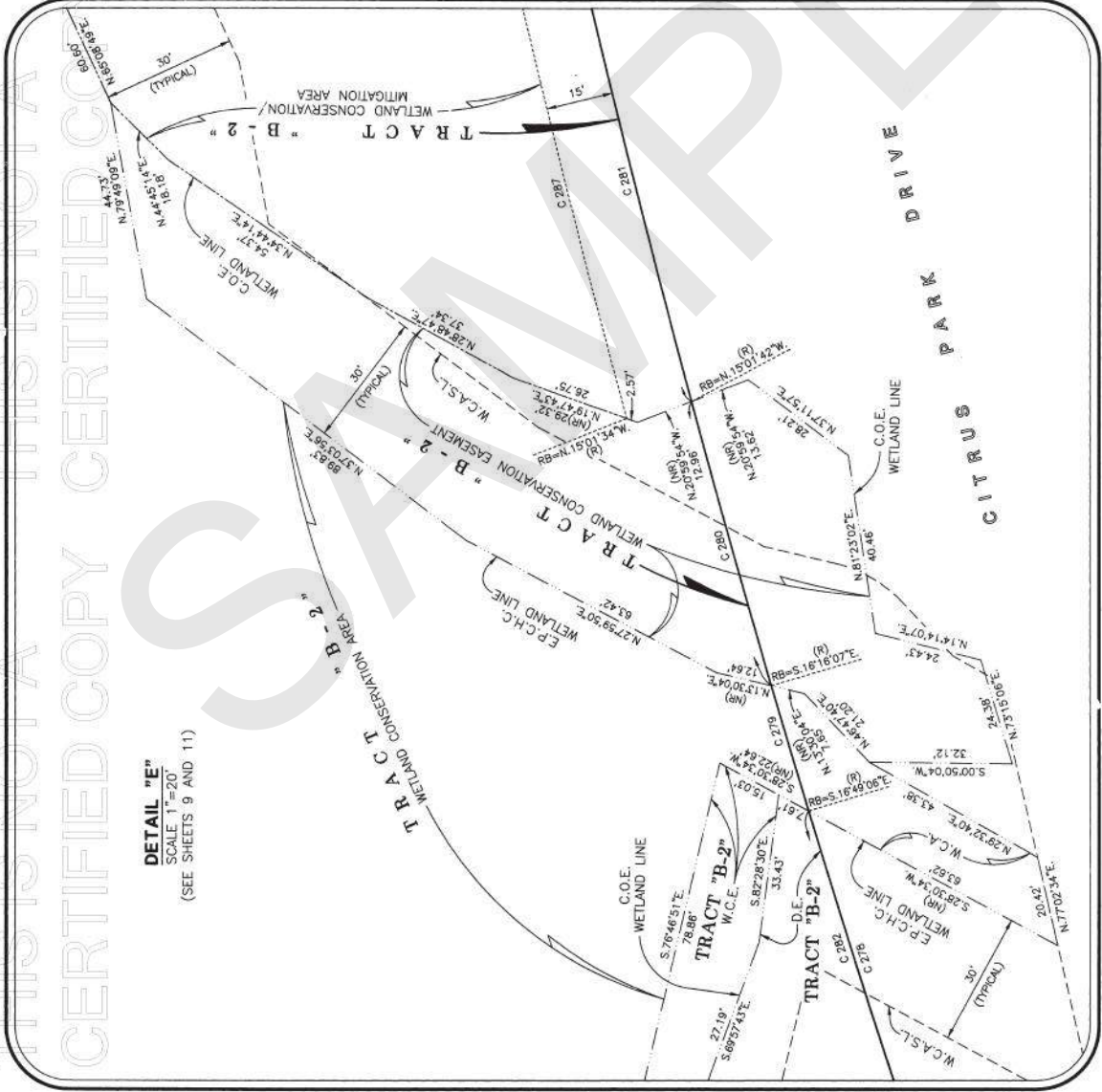


2212 SWANN AVENUE
TAMPA, FLORIDA 33606
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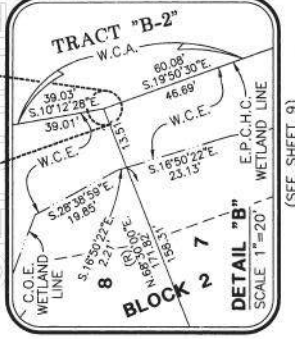
DOT & ASSOCIATES, INC.
 1000 BUSINESS NUMBER LB148
 CIVIL ENGINEERING
 LAND SURVEYING

MANDOLIN PHASE 1

SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

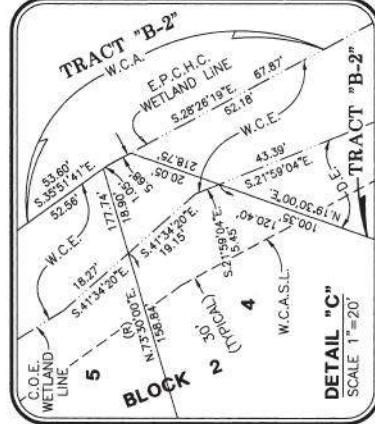


DETAIL "E"
SCALE 1"=20'
(SEE SHEETS 9 AND 11)



SEE NOTE ON SHEET 2 OF 16
FOR BASIS OF BEARINGS

APPROVANT FILED
DATE 3-8-2001
BY [Signature] PG 904
DEPUTY CLERK



(SEE SHEET 9)

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
278	3062.00	121.405°	653.84	328.17	652.60	N.67°03'51"E
279	3062.00	00°32'59"	29.39	14.69	29.38	N.73°27'23"E
280	3062.00	01°14'25"	66.28	33.14	66.28	N.74°21'05"E
281	3062.00	15°39'39"	836.94	421.09	834.34	N.82°48'07"E
282	3062.00	09°37'56"	514.77	257.89	514.16	N.88°21'56"E
287	3077.00	07°28'43"	401.63	201.10	401.34	S.78°42'47"W

- LEGEND:
1. Symbol indicates (P.R.M.) Permanent Reference Monument - LB148, unless otherwise noted.
 2. Symbol indicates (P.R.M.) Offset Permanent Reference Monument - LB148, unless otherwise noted.
 3. Symbol indicates (P.C.P.) Permanent Control Point LB148
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 6. RB - Reference Bearing
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 8. W.C.A.S.L. - Wetland Conservation Area Setback Line
 9. W.C.A. - Wetland Conservation Area
 10. W.C.E. - Wetland Conservation Easement
 11. C.O.E. - United States Army Corps of Engineers
 12. D.E. - Drainage Easement

Wetland Conservation Area Note:
The Wetland Conservation Area shall be permanently retained in a natural state (unless appropriately permitted for approval by all applicable agencies) pursuant to Hillsborough County, FL Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Land Development Code.

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LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING



Municipal Lien Search

A complete municipal lien search reports discloses the existence or absence of utility liens, open permits, secondary liens and code enforcement liens.



Municipal Lien Search Report

256 Sample Avenue, Tampa, FL 33621

Owner(s): Barry Appleseed, Bonnie Appleseed

Our File #: 18-2591XX

Parcel ID: 003533-13XX

✗ Property Taxes

RECEIVED: 2/6/18

2017: DUE in installments

2016: PAID

2015: PAID

Taxes Owed Prior to 2015?: NO

✓ Code Enforcement

RECEIVED: 2/6/18

Code Violations: None Found

Code Liens: N/A

✓ Permitting

RECEIVED: 2/6/18

Permit Status: Closed

Building Code Violations: NO

✓ Public Works

RECEIVED: 2/6/18

Services: Sewer & Water

Amount Due: \$0.00*

Utility Liens: NO

Completed By: Max Young

Report Compiled on: 2/6/18

* Fees as of date received. Verify final amount with municipal department at time of payment. Errors and omissions coverage is based on the terms of your signed agreement with PropLogix. Without a signed agreement with PropLogix, any and all errors and omissions are not covered.



Property Appraiser

Hillsborough Property Appraiser — 813-272-6100 x1,1



Bob Henriquez Hillsborough County Property Appraiser

<https://www.hcpafl.org/>
15th Floor County Ctr.
601 E. Kennedy Blvd, Tampa, Florida 33602-4932
Ph: (813) 272-6100

Folio: 003533-1394



Owner Information

Owner Name APPLESEED BARRY
APPLESEED BONNIE

Mailing Address 256 SAMPLE AVENUE
TAMPA, FL 33621-2674

Site Address 256 SAMPLE AVE, TAMPA
PIN U-08-28-17-5N2-0000XX-00001.0

Folio 003533-13XX

Prior PIN U-08-28-17-ZZZ-000000-272XX.0

Prior Folio 0035XX-0000

Tax District U - UNINCORPORATED

Property Use 0100 SINGLE FAMILY R

Plat Book/Page 88/45

Neighborhood 210011.00 | Westchase-Countryway Blvd N of Linebaugh

Subdivision 5N2 | MANDOLIN PHASE 1

Value Summary

Taxing District	Market Value	Assessed Value	Exemptions	Taxable Value
County	\$314,263	\$240,018	\$50,000	\$190,018
Public Schools	\$314,263	\$240,018	\$25,000	\$215,018
Municipal	\$314,263	\$240,018	\$50,000	\$190,018
Other Districts	\$314,263	\$240,018	\$50,000	\$190,018

Note: This section shows Market Value, Assessed Value, Exemptions, and Taxable Value for taxing districts. Because of changes in Florida Law, it is possible to have different assessed and taxable values on the same property. For example, the additional \$25,000 Homestead Exemption and the non-homestead CAP do not apply to public schools, and the Low Income Senior Exemption only applies to countywide and certain municipal millages.


























Sales Information

Book	Page	Month	Year	Type Inst	Qualified or Unqualified	Vacant or Improved	Price
18569	1877	03	2008	WD	Qualified	Improved	\$320,000
17727	1302	04	2007	CT	Unqualified	Improved	\$100
15195	1702	06	2005	WD	Qualified	Improved	\$414,000
14229	0097	09	2004	WD	Qualified	Improved	\$345,500
11898	1537	08	2002	WD	Qualified	Improved	\$246,500
10045	0593	02	2000	WD	Unqualified	Vacant	\$2,691,500



Property Taxes

Hillsborough Tax Collector — 813-635-5200 x5,1

Bill	Balance		
 2017 Installment Bill #3	\$0.00	12/19/2017	Paid \$1,421.77 Receipt #17-625-005034
 2017 Installment Bill #2	\$0.00	09/14/2017	Paid \$1,384.13 Receipt #16-630-023109
 2017 Installment Bill #1	\$0.00	06/19/2017	Paid \$1,362.39 Receipt #16-630-005771
Paid \$4,168.29			
 2016 Installment Bill #4	\$0.00	03/09/2017	Paid \$1,424.75 Receipt #16-625-069718
 2016 Installment Bill #3	\$0.00	12/07/2016	Paid \$1,382.01 Receipt #16-643-008796
 2016 Installment Bill #2	\$0.00	09/06/2016	Paid \$1,407.61 Receipt #15-630-029230
 2016 Installment Bill #1	\$0.00	06/08/2016	Paid \$1,385.50 Receipt #15-625-087867
Paid \$5,599.87			
 2015 Installment Bill #4	\$0.00	03/14/2016	Paid \$1,480.63 Receipt #15-625-085439
 2015 Installment Bill #3	\$0.00	12/08/2015	Paid \$1,436.21 Receipt #15-625-074624
 2015 Installment Bill #2	\$0.00	09/09/2015	Paid \$1,401.21 Receipt #14-627-009043
 2015 Installment Bill #1	\$0.00	06/09/2015	Paid \$1,379.21 Receipt #14-625-064119
Paid \$5,697.26			
 2014 Installment Bill #4	\$0.00	03/04/2015	Paid \$1,464.73 Receipt #14-626-028593
 2014 Installment Bill #3	\$0.00	12/10/2014	Paid \$1,420.79 Receipt #14-625-053474
 2014 Installment Bill #2	\$0.00	09/30/2014	Paid \$1,403.61 Receipt #13-625-020393
 2014 Installment Bill #1	\$0.00	06/12/2014	Paid \$1,381.56 Receipt #RE-20140612-84-0154713
Paid \$5,670.69			
 2013 Installment Bill #4	\$0.00	03/05/2014	Paid \$1,454.05 Receipt #RE-20140305-84-0138388
 2013 Installment Bill #3	\$0.00	12/23/2013	Paid \$1,410.43 Receipt #RE-20131223-84-0118598
 2013 Installment Bill #2	\$0.00	09/24/2013	Paid \$1,418.54 Receipt #RE-20130924-84-0163904
 2013 Installment Bill #1	\$0.00	06/25/2013	Paid \$1,396.26 Receipt #RE-20130625-08-0177438
Paid \$5,679.28			
 2012 Annual Bill	\$0.00	03/21/2013	Paid \$29.50 Receipt #RE-20130321-08-0113600
		03/15/2013	Paid \$2,441.98 Receipt #RE-20130315-06-0018054
		03/01/2013	Paid \$2,000.00 Receipt #RE-20130301-06-0016672
		01/24/2013	Paid \$1,510.00 Receipt #RE-20130124-06-0013887
 2011 Annual Bill	\$0.00	11/21/2011	Paid \$5,745.60 Receipt #RE-20111121-84-0039755
 2010 Annual Bill	\$0.00	12/03/2010	Paid \$6,093.70 Receipt #RE-20101203-82-0075908
 2009 Annual Bill	\$0.00	12/06/2009	Paid \$6,217.77 Receipt #RE-20091206-82-0132458
 2008 Annual Bill	\$0.00	12/02/2008	Paid \$8,072.76 Receipt #RE-20081202-06-0003621
 2007 Annual Bill	\$0.00	12/10/2007	Paid \$8,658.79 Receipt #RE-20071210-82-0165231
Total Balance	\$0.00		



Code Enforcement

Hillsborough Code Enforcement — 813-274-6600 x1,3

No matches were found based on the
Street Address provided: **256 SAMPLE AVE**

Please [**Search Again**](#) .

Please Note:

There are times where a case may exist on a property, however the address or parcel number has not yet been attached to the case. This is an occasional occurrence when a complaint is received by the department, but the address is not known by the caller. If you are not finding the results you expected please call our office at 813-274-6600 for assistance.

[PLEASE CLICK HERE TO REGISTER A NEW COMPLAINT](#)

No matches were found based on the Folio /

Parcel Number provided: **003xx3.1394**

Please [Search Again](#) .

Please Note:

There are times where a case may exist on a property, however the address or parcel number has not yet been attached to the case. This is an occasional occurrence when a complaint is received by the department, but the address is not known by the caller. If you are not finding the results you expected please call our office at 813-274-6600 for assistance.

[PLEASE CLICK HERE TO REGISTER A NEW COMPLAINT](#)



Permitting

Hillsborough Building Department — 813-272-5600 x1,1

Building Permit Reports

[Printer Friendly](#)

Permit Inquiry By Street Name

The information you retrieve from this database is current.

Status changes are made throughout the day to ensure timeliness.

[Permits Inquiry](#)
[Home](#)

[Contractors Inquiry](#)
[Home](#)

Street Name	Project No.
256 SAMPLE AVE	P0201706
256 SAMPLE AVE	RWD03630
256 SAMPLE AVE	SFR22107
256 SAMPLE AVE	FEM02164
1 - 4 of 4 results	

Building Permit Reports

[Printer Friendly](#)

Parcel Activity Status

[Building Permit Reports](#)
[Home](#)
[Contractor Licensing Reports](#)
[Home](#)

Your search returned **5**
activities.

PARCEL NO.: 0035X.1394

Activity	Description	Status
P0201706	SFD	
SFR22107	OC/RES/NEW/2S/SFD/4BR/2.5BA/LAL BLKT	FINAL
RWD03630	REPLACE GARAGE DOOR 16X6'9" GD2LP FPA 5675.47	FINAL
FEM02164	PROPERTY REMOVED FROM SFHA	FINAL
FEM02165	PROPERTY REMOVED FROM SFHA	FINAL

Permit Manager

Welcome to Hillsborough County, Florida



Hillsborough County Building Services Division

Parcel: 0035XX.1394

License/Permits 1 - 5 of 5

License/Permit#	Type	Status	Date
Please select a permit below to continue...			
FEM02164	FIRMREV	FINAL	2001-02-08
FEM02165	FIRMREV	FINAL	2001-02-08
P0201706	AUTOPROJ	COMPLETE	2002-02-26
RWD03630	RWD	FINAL	2011-09-16
SFR22107	NSFR	FINAL	2002-04-09

[New Search](#)

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Utilities

Hillsborough Public Works — 813-272-6680 x3,0

Hillsborough County will not provide current balance in writing for a property. Any fees provided may not disclose the total balance owed on the property. Please contact Hillsborough County Public Works directly at time of closing for final payment amount.



Max Young <max.young@proplogix.com>

RE: Lien Inquiry/36029

1 message

WRD-LIENS <WRD-LIENS@hillsboroughcounty.org>
To: "max.young@proplogix.com" <max.young@proplogix.com>

Tue, Feb 6, 2018 at 12:02 PM

Thank you for your inquiry. The Hillsborough County Public Utilities Department provides Water, Wastewater, and/or Reclaim Water service to the address you submitted below. The account is currently in an active status with no outstanding balances due at this time.

*****PLEASE DO NOT REPLY*****

Please note: all correspondence to or from this office is subject to Florida's Public Records laws.



From: noreply@formstack.com [mailto:noreply@formstack.com]
Sent: Tuesday, February 06, 2018 11:21 AM
To: WRD-LIENS <WRD-LIENS@hillsboroughcounty.org>
Subject: Lien Inquiry

[External]

Requester: Title Company

Requester Name: Max Young

Requester Email: max.young@proplogix.com

Requester Phone: (941) 203-3803

Owner Name: Barry Appleseed and Bonnie Appleseed

Premise Address: 256 SAMPLE AVE, TAMPA, FL
33621

Payoff Comment:

Folio Number: 0035XX-1394

Book and Page:

Recorded Date: 02/06/2018

Pay Through Date:



Insurance Analysis

An insurance quote is prepared for the property including the inspection results to provide awareness to prospective buyers of the cost for property insurance including a flood determination.



HOMEOWNERS INSURANCE SUMMARY

256 Sample Ave, Tampa, FL 33621

Anchor Insurance Company	
Dwelling	\$325,000
Personal Property	\$130,000
Liability	\$100,000
Medical	\$1,000
AOP Deductible	\$2,500
Hurricane Deductible	5%
Annual Premium	\$715

- ☐ Wind Mitigation – **Full Wind Mitigation credits have been applied**
- ☐ 4-Point Inspection – **Not Required**

*Quotes assume all major home systems are in sound condition. See full carrier quote subsequent to this summary.

FLOOD INSURANCE DETERMINATION:

Per the National Flood Insurance Program flood zone determination, this property is located in a **X** Flood Zone.

NFIP Flood Quote	
Building	\$250,000
Contents	\$100,000
Deductible	\$1,250
Annual Premium	\$425

- ☒ Home is in a Preferred B, C or X Zone – **Flood Insurance is VOLUNTARY. No Elevation Certificate is Required.**
- ☐ Home is in a High-Risk A or V Zone – Flood Insurance is **REQUIRED** by Lender if financed. **Elevation Certificate is Required to Quote/Bind Coverage.**
- ☐ Elevation Certificate **HAS** been used to determine flood insurance rate and is attached. **Estimated Elevation Information was used to Quote.**

See full carrier quote subsequent to this summary.

**All quotes are good for 30 days only. Quote(s) & summary are subject to change without notice.*

**All properties will be quotes and bound at Full Replacement Cost. Total Insurable Value is determined by the replacement cost estimator (RCE) software utilized by the Agency. Listing/market value of property is not considered.*

**This document does not imply or assume insurance coverage. New buyer must apply for coverage directly with agent listed on this document. Values are subject to change at any time without notice.*



Quote Date: 2018

Home Insurance Quote - HO-3

Prepared by Anchor Property and Casualty Insurance Company
5959 Central Avenue, Suite 200, St. Petersburg, FL 33710-8502
www.RelyOnAnchor.com |

APPLICANT & DWELLING INFORMATION		YOUR AGENT
Applicant Name(s) Appleseed, Barry	Property Location 256 Sample Ave Tampa, FL 33621	Tiffany Obenreder State Insurance dba Obenreder Family 20701 Bruce B Downs Blvd Ste 204 Tampa, FL 33647-3676 (813) 345-4647 tiffany@stateinsuranceonline.com
Quote Number QHOV00418716	Effective Date 2018	
AOP Deductible \$2,500	Hurricane Deductible 5%	Agent Number FLV01917-009

COVERAGE INFORMATION		
Coverages	Limits	Premium
A. Dwelling	\$325,000	\$1,991.00
B. Other Structures	\$6,500	Included
C. Personal Property	\$130,000	Included
D. Loss of Use	\$32,500	Included
E. Personal Liability	\$100,000	Included
F. Medical Payments	\$1,000	Included
Optional Coverages		
APC 04 16 Premises Alarm or Fire Protection System	\$0	\$0
APC 100 Special Provisions - FL	\$0	\$0
APC 101 Animal Liability Exclusion	\$0	\$0
APC 107 Home Day Care Exclusion Endorsement	\$0	\$0
APC 108 Trampoline Liability Exclusion	\$0	\$0
APC 109 Carport(s), Pool Cage(s) and Screen Enclosure(s) Use Endorsement	\$0	\$0
APC CGCC Catastrophic Ground Cover Collapse Notice	\$0	\$0
APC DO Deductible Options Notice	\$0	\$0
APC HO 160 Catastrophic Ground Cover Collapse	\$0	\$0
HO 03 34 Limited Fungi, Wet or Dry Rot, Yeast Or Bacteria	\$0	\$0
Section II - Liability Coverage		
HO 03 52 Calendar Year Hurricane Deductible	\$0	\$0
HO 04 95 Water Back Up and Sump Coverage	\$0	\$25
Discounts and Surcharges		
Burglar Alarm Credit		8%
Fire Alarm Credit		10%
Gated Community/Building Discount		5%
Number of Stories Adjustment		\$-25.00
Fees and Assessments		
Emergency Management Preparedness and Assistance Trust Fund		\$2.00

*The total premium is based on information obtained at this time. This quote is an estimate and not an offer of coverage. The estimate is valid for up to 30 days from the quote date.



Quote Date: 2018

Home Insurance Quote - HO-3

Prepared by Anchor Property and Casualty Insurance Company

5959 Central Avenue, Suite 200, St. Petersburg, FL 33710-8502

www.RelyOnAnchor.com |

Surcharge

MGA Fee

\$25.00

Total Premium

\$715

Payment Plan Options

Full Pay	\$715
2 Pay (60% down, 180 day billing interval)	\$439.80
4 Pay (40% down, 90 day billing intervals)	\$302.20
6 Pay (20% down, 30 day billing intervals)	\$164.60



First Community Insurance Company
PO BOX 912888
Denver, CO 80291-2888

Date	Type	Tracking Number	EffectiveDate	Expiration Date	Waiting Period
2018	New	6820132191	2018	02/08/2019	Standard 30 Day Wait

PropertyAddress	Mailing Address and Phone	Agency Name, Address, and Phone
256 Sample Ave Tampa, FL 33621	256 Sample Ave Tampa, FL 33621	STATE INSURANCE 5815 ARGERIAN DR STE 102 WESLEY CHAPEL, FL 33545-4157

Property Description	Home Phone: (813) 451-2210 Work Phone: Cell Phone: Email: APPLESEED@USA.COM	Phone Number: 813-345-4647 Producer Code: 112006 Email: info@stateinsuranceonline.com
----------------------	--	---

Flood Zone and Community Information	FIRM Date: 11/18/1981 Program Status: Active and participating Current Base Flood Elevation (BFE): N/A Grandfathered Base Flood Elevation N/A County: HILLSBOROUGH
CommunityName: HILLSBOROUGH COUNTY * Current Flood Zone: X Community Number: 120230 Map Panel Suffix: F Map Panel: 0407	

Occupancy Information
Occupancy Type: Single Family

Foundation Information
Foundation: Slab on Grade

Risk Rating Method: PRP
Post-FIRM: Yes Pre-FIRM, Rated As Post-FIRM: No

Coverage/Rate Information						
	<u>Coverage</u>	<u>Deductible</u>	<u>Basic Coverage</u>	<u>Basic Rate</u>	<u>Add'l Coverage</u>	<u>Add'l Rate</u>
Building	\$250,000	\$1,250	\$250,000	0.000	\$0	0.000
Contents	\$100,000	\$1,250	\$100,000	0.000	\$0	0.000

Premium Information

**** Quote Only, Not An Application * Quote Only, Not An Application ****

Coverage	Premium
\$100000 / \$40000	\$349
\$125000 / \$50000	\$366
\$150000 / \$60000	\$389
\$200000 / \$80000	\$425
\$250000 / \$100000	\$450

**** Quote Only, Not An Application * Quote Only, Not An Application ****

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

OMB Control No. 1660-0040
Expires: 10/31/18

SECTION I - LOAN INFORMATION			
1. LENDER/SERVICER NAME AND ADDRESS FIRST COMMUNITY INSURANCE COMPANY 11101 Roosevelt Blvd St Petersburg, FL 33716 PolicyId: 13990 Attn: 112006 STATE INSURANCE (1		2. COLLATERAL DESCRIPTION (Building/Mobile Home/Property) (See instructions for more information.) 256 Sample Ave Tampa, FL 33621 Insured: APPLESEED, BARRY AND BONNIE	
3. LENDER/SERVICER ID #	4. LOAN IDENTIFIER WESLE1515507109423	5. AMOUNT OF FLOOD INSURANCE REQUIRED	
SECTION II			
A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION			
1. NFIP Community Name HILLSBOROUGH COUNTY	2. County(ies) UNINCORPORATED AREAS	3. State FL	4. NFIP Community Number 120230
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME			
1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 12101C 0407F	2. NFIP Map Panel Effective/Revised Date 09/26/14	3. Is there a Letter of Map Change (LOMC)? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (if yes, and LOMC date/no. is available, enter date and case no. below). Date Case No.	
4. Flood Zone X	5. No NFIP Map		
C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply.)			
1. <input checked="" type="checkbox"/> Federal Flood Insurance is available (community participates in the NFIP). <input checked="" type="checkbox"/> Regular Program <input type="checkbox"/> Emergency Program of NFIP 2. <input type="checkbox"/> Federal Flood Insurance is not available (community does not participate in the NFIP). 3. <input type="checkbox"/> Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available. CBRA/OPA Designation Date: _____			
D. DETERMINATION			
IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V") ? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed. This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.			
E. COMMENTS (Optional)			
F. PREPARER'S INFORMATION			
NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) CoreLogic Flood Services 11902 Burnet Road Austin, TX 78758 1-800-447-1772		DATE OF DETERMINATION 01/09/18 at 08:11 AM CST FloodCert #: 1801210905	





Mortgage Analysis

A BABA lender partner provides a mortgage analysis confirming the types of financing that are acceptable for the seller to accept.





BABA Lending Partner
13029 W Linebaugh Ave., Tampa FL 33626
PH: (813) 855-3585
BABAEVENT.COM

Dear Barry Appleseed and Bonnie Appleseed,

Thank you for choosing to Prequalify your home in preparation for sale. Please review this detailed Property PreQual mortgage analysis for your property located at: **256 Sample Avenue, Tampa, FL 33621.**

The notes below will outline which loan programs your property is eligible for to ensure you accept an offer with the correct type of loan. My staff and I are ready to provide you or your potential buyers with a detailed Fee Estimate that will outline all estimated closing costs, tax and insurance requirements. Feel free to email frank@lincolnlend.com for this or any other requests. My phone number is below should you need more information regarding selling this home or purchasing your next one. As a top-rated BABA partner, we offer these loans and many others, which can be customized based on your or your buyers' criteria. Feel free to request detailed loan information anytime. We appreciate any opportunity to be of service to you and/or your buyer(s)

CONVENTIONAL (FNMA/FHMLC): YES (with as little as 5% down payment)

FHA: Eligible*

*Hillsborough County loan limit is \$294,515 for single-family. Buyer would be required to make a cash downpayment if the purchase price of the home exceeds the above loan limit. Property must meet FHA minimum condition requirements.

VA 100% Loan: Eligible*

*For a buyer to be eligible for a VA Loan, veterans, active duty service members, National Guard members and reservists must meet the basic service requirements set forth by the Department of Veterans Affairs. Spouses of military members who died while on active duty or as a result of a service-connected disability may also be eligible. Property must meet VA minimum condition requirements and have a termite inspection performed along with the property inspection.

USDA 100% Loan: Not Eligible due to location

SUBPRIME: YES

-1 day out of Bankruptcy, Foreclosure or Short Sale

-Bank Statements Only

-Stated Income Investment

Warm Regards
President
BABA Lending Partner/



Property Profile

A property profile includes a summary of the neighborhood, demographics, schools and community statistics.



real estate reports

Subject Property

256 SAMPLE AVE
Tampa, FL 33621
APN: 0035XX-1394

Prepared For:

Data Provided By:

Kevin Overstreet
813-855-3585
813-855-5116



Requested By:

Kevin Overstreet
Phone: 813-855-3585
Fax: 813-855-5116
Email: koverstreet@insured-title.com

Disclaimer

This REiSource report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warranties of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this REiSource report without a title insurance policy.

The information contained in the REiSource report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.

Subject Property : **256 SAMPLE AVE, Tampa FL 33621**

Owner Information

Owner Name : **Appleseed Barry / Appleseed Bonnie**
Mailing Address : **256 Sample Ave, Tampa FL 33621-2674 R145**
Vesting Codes : **Husband/wife / /**
Owner Occupied ☐
Indicator :

Location Information

Legal Description : **Mandolin Phase 1 Lot 1 Block 5**
County : **Hillsborough, FL** Alternate APN : **U-08-28-17-5N2-0000XX-00001.0**
Census Tract / Block : **115.06 / 1** Subdivision : **Mandolin Ph 01**
Township-Range- Sect : **28-17-08** Map Reference : **3E**
Legal Book/Page : **88-45** Tract : **5N2**
Legal Lot : **1** School District : **Hillsborough County**
Legal Block : **5** Munic/Township : **Unincorporated**
APN : **0035XX-1394** Neighbor Code : **210011.**

Last Market Sale Information

Recording/Sale Date : **04/15/2008 / 03/25/2008** 1st Mtg Amount/Type : **\$150,000 / Cnv**
Sale Price : **\$320,000** 1st Mtg Document # : **18569-1879**
Document # : **18569-1877** 1st Mtg Term : **30**
Deed Type : **Special Warranty Deed** Price Per SqFt : **\$113.52**
Title Company : **Majesty Title Svcs**
Lender : **Bank Of America**
Seller Name : **Ace Secs Of Ace Trust 2005-he6**

Prior Sale Information

Prior Rec/Sale Date : **07/05/2005 / 06/28/2005** Prior Lender : **Novastar Mtg Inc**
Prior Sale Price : **\$414,000** Prior 1st Mtg Amt/Type : **\$393,300 / Conv**
Prior Doc Number : **15195-1702** Prior 1st Mtg Rate/Type : **\$8.25 / Adjustable Int Rate Loan**
Prior Deed Type : **Warranty Deed**



Property Detail

Property Characteristics

Gross Area : 3,541	Parking Type : Garage	Interior Wall : Drywall
Living Area : 2,819	Garage Area : 315	Porch Type : Finished/ screened Porch
Tot Adj Area : 3,044	Roof Material : Asphalt	Air Cond : Central
Bedrooms : 5	Construction : Frame	Style : Contemporary
Bath(F/H) : 3	Heat Type : Forced Air	Quality : Average
Year Built / Eff : 2002 / 2009	Cooling Type : Forced Air	Condition : Average
# of Stories : 2	Exterior wall : Stucco/masonry	Floor Cover : Tile

Property Information

Land Use : Sfr	Lot Acres : 0.17	Lot Width/Depth : 65.83 X 112
County Use : Single Family	Lot Size : 7,373	State Use : Single Family
Zoning : PD		

Tax Information

Total Value : \$293,217	Improve % : 74%	Homeowner Exemption : Homestead
Land Value : \$76,642	Tax Year : 2017	Market Value : \$293,217
Improvement Value : \$216,575	Property Tax : \$5,830.17	TOTAL MILLAGE RATE Tax / Rate : \$0.00/18.748
Total Taxable Value : \$207,222	Tax Rate Area : U	UNINCORPORATED Tax / Rate : \$0.00/18.748
Assessed Year : 2017		

Comparables

Sales Analysis

Criteria	Subject Property	Low	High	Average
Sale Price	\$320,000	\$289,000	\$530,500	\$437,467
Bldg/Living Area	2819	2399	3136	2676
Price Per Square Foot	\$113.52	\$106	\$194	\$163.64
Year Built	2002	1994	2002	1998
Lot Size	7,373	5,500	11,760	8,496
Bedrooms	5	4	5	4
Bathrooms	3	2	3	3
Stories	2	1	2	1
Total Assessed Value	\$293,217	\$271,449	\$425,993	\$363,199
Distance From Subject	0	0.04	0.77	0.54

Summary of Comparables

#	Address	Sale Price	Total Assessed Value	Sale Date	Bed	Bath	Living Area	Lot Size	Year Built	Dist (Miles)	Zoning
S	11244 Blacksmith Dr	320,000	293,217	04/15/2008	5	3	2,819	7,373	2002		PD
1	11249 Blacksmith Dr	432,000	310,061	03/08/2017	4	3	2,646	6,923	2001	0.04	PD
2	11640 Greensleeve Ave	463,000	323,424	05/04/2017	4	3	2,855	7,177	2002	0.11	PD
3	11322 Minaret Dr	530,000	383,945	08/16/2017	4	3	2,939	7,500	2001	0.28	PD
4	11626 Renaissance View Ct	530,500	394,091	05/11/2017	4	3	3,136	7,500	2002	0.31	RSC-9
5	11804 Derbyshire Dr	400,000	327,400	05/04/2017	4	3	2,504	5,500	1996	0.42	PD
6	12001 Middlebury Dr	460,000	394,594	03/31/2017	4	3	2,555	8,848	1995	0.55	PD
7	11920 Middlebury Dr	458,500	391,921	06/19/2017	4	3	2,446	8,250	1995	0.62	PD
8	11922 Northumberland Dr	395,000	294,514	12/15/2017	5	3	2,711	6,612	2001	0.65	PD

Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018





Comparables

9	11605 Windsorton Way	358,000	323,338	09/01/2017	4	3	2,399	9,067	2000	0.66	PD
10	11909 Keating Dr	427,000	389,101	05/18/2017	4	2	2,798	8,690	1997	0.68	PD
11	12039 Mountbatten Dr	289,000	271,449	08/16/2017	5	3	2,729	6,600	2001	0.74	PD
12	12009 Wandsworth Dr	465,000	425,993	09/19/2017	4	3	2,763	11,760	1995	0.74	PD
13	12013 Wandsworth Dr	417,000	406,541	09/20/2017	4	3	2,571	11,760	1995	0.76	PD
14	11802 Middlebury Dr	475,000	409,349	01/05/2018	4	3	2,453	11,648	1994	0.76	PD
15	12020 Wandsworth Dr	462,000	402,258	01/12/2018	4	3	2,641	9,600	1994	0.77	PD

Distressed Sales = 

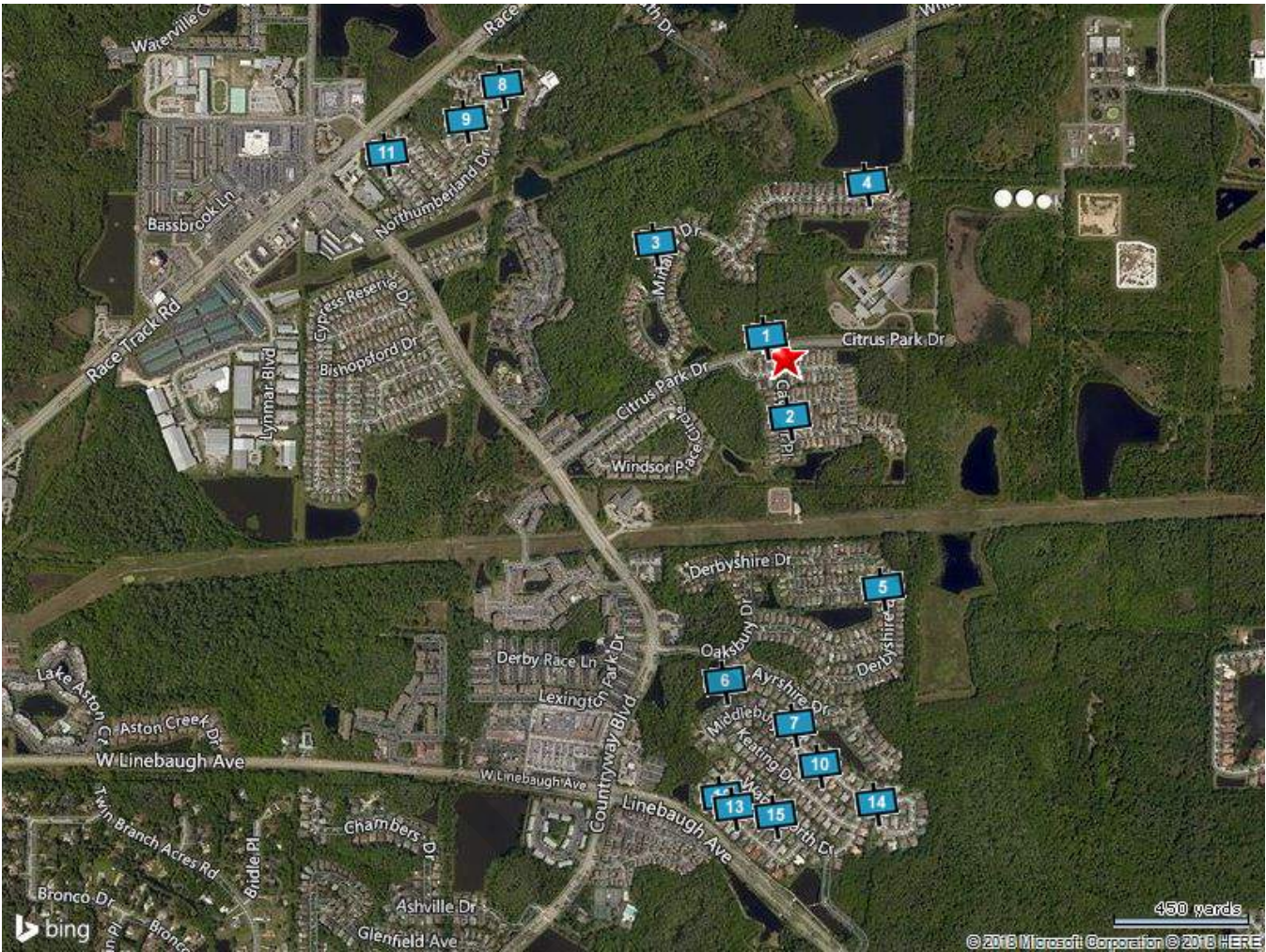
Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018





Comparables

Map

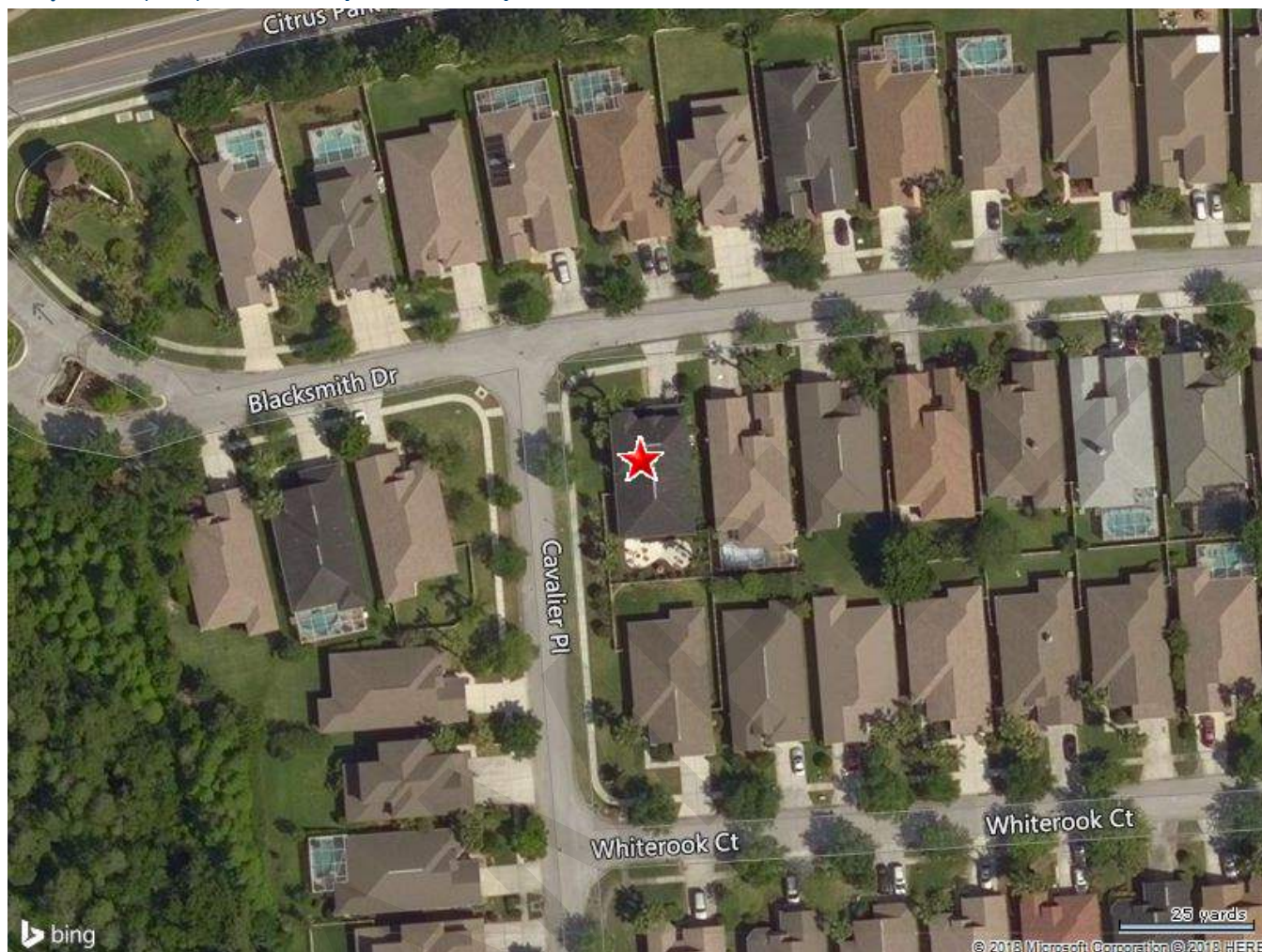


Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018





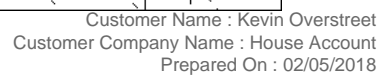
Subject Property 00256 Sample Ave, Tampa FL 33621



Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018



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Transaction History

Sales History

Rec. Date :	04/15/2008	05/03/2007	07/05/2005	09/20/2004
Sale Date :	03/25/2008	04/18/2007	06/28/2005	09/09/2004
Sale Price :	\$320,000		\$414,000	\$345,500
Rec.Doc.No :	18569-1877	17727-1302	15195-1702	14229-97
Doc. Type :	SPECIAL WARRANTY DEED	CERTIFICATE OF TITLE (FL)	WARRANTY DEED	WARRANTY DEED
Sale Price Type :				
Buyer :	Tilghman Douglas B & Sherry A	Ace Secs Corp Hm E Trust 2005-he6	Culver Andrew & Christina	Siddle Jeff
Seller :	Ace Secs Of Ace Trust 2005-he6	Culver Christina Coc	Siddle Jeff	Sewnauth Sankar & Yvonne
Title Company :	Majesty Title Svcs		Alpha Omega Title Services	Sunbelt Title (agency)
Other Doc No :				

Rec. Date :	08/30/2002
Sale Date :	08/13/2002
Sale Price :	\$246,500
Rec.Doc.No :	11898-1537
Doc. Type :	SPECIAL WARRANTY DEED
Sale Price Type :	
Buyer :	Sewnauth Sankar & Yvonne
Seller :	Ryland Group Inc
Title Company :	Ryland Title
Other Doc No :	

Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018



Transaction History

Mortgage History

1st Mortgage Details

Mtg. Date :	04/15/2008	11/18/2005	07/05/2005	11/03/2004
Mtg. Amt :	\$150,000	\$21,000	\$393,300	\$328,225
Mtg. Doc. No :	18569-1879	15771-1557	15195-1703	14369-794
Doc. Type :	MORTGAGE	MORTGAGE	MORTGAGE	MORTGAGE
Loan Type :	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL
Mtg. Rate Type :		FIXED RATE LOAN	ADJUSTABLE INT RATE LOAN	FIXED RATE LOAN
Mtg. Term :	30 Years	15 Years	30 Years	
Mtg. Rate :			8.25	
Lender :	Bank Of America	123loan llc	Novastar Mtg Inc	Countrywide Hm Lns Inc
Borrower 1 :	Tilghman Douglas B	Culver Andrew	Culver Andrew	Siddle Jeff
Borrower 2 :	Tilghman Sherry A	Culver Christina	Culver Christina	Wiley Jennifer
Borrower 3 :				
Borrower 4 :				

Mtg. Date :	09/20/2004	02/08/2003	08/30/2002
Mtg. Amt :	\$300,500	\$199,000	\$197,150
Mtg. Doc. No :	14229-98	12341-706	11898-1538
Doc. Type :	MORTGAGE	MORTGAGE	MORTGAGE
Loan Type :	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL
Mtg. Rate Type :	FIXED RATE LOAN	FIXED RATE LOAN	FIXED RATE LOAN
Mtg. Term :		15 Years	30 Years
Mtg. Rate :			
Lender :	Countrywide Hm Lns Inc	Charter One Mtg Corp	Ryland Mtg Co
Borrower 1 :	Siddle Jeff	Sewnauth Sankar D	Sewnauth Sankar
Borrower 2 :	Wiley Jennifer A	Sewnauth Yvonne M	Sewnauth Yvonne
Borrower 3 :			
Borrower 4 :			

Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018





Transaction History

Foreclosure History

Doc Type : **FINAL
JUDGEMENT**
Recording Date : **03/26/2007**
Fore. Doc. No : **144637**
Orig Mtg Amt :
Orig Doc Date :
Lender Name :

SAMPLE

Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018





Public Schools :

Elementary Schools

Deer Park Elementary School Distance 0.18 Miles

11605 Citrus Park Dr Tampa FL 33626

Telephone : **(813) 854-6031**

School District : **Hillsborough County Public Schools**

Lowest Grade : **K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment : **500-999**

Enrollment : **940**

Total Expenditure/Student :

Bryant Elementary School Distance 0.93 Miles

13910 Nine Eagles Dr Tampa FL 33626

Telephone : **(813) 356-1645**

School District : **Hillsborough County Public Schools**

Lowest Grade : **K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment : **500-999**

Enrollment : **970**

Total Expenditure/Student :

Lowry Elementary School Distance 1.95 Miles

11505 Country Hollow Dr Tampa FL 33635

Telephone : **(813) 855-8178**

School District : **Hillsborough County Public Schools**

Lowest Grade : **Pre-K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment : **500-999**

Enrollment : **980**

Total Expenditure/Student :



Junior High

Farnell Middle School

Distance **0.93 Miles**

13912 Nine Eagles Dr Tampa FL 33626

Telephone : **(813) 356-1640**

School District : **Hillsborough County Public Schools**

Lowest Grade : **6th**

Highest Grade : **8th**

School Enrollment : **1000-2499**

Enrollment : **1262**

Total Expenditure/Student :

Dauidsen Middle School

Distance **1.53 Miles**

10501 Montague St Tampa FL 33626

Telephone : **(813) 558-5300**

School District : **Hillsborough County Public Schools**

Lowest Grade : **6th**

Highest Grade : **8th**

School Enrollment : **1000-2499**

Enrollment : **1100**

Total Expenditure/Student :



Local Business

Local Business

Attractions / Recreation

Name	Address	Telephone	Distance (Miles)
White Orchid Skin & Body	10971 Countryway Blvd Tampa FL	(813) 854-6400	0.45
Venus & Mars Day Spa	11614 Countryway Blvd Tampa FL	(813) 814-9104	0.73
Pure Barre	12233 W Linebaugh Ave Tampa FL	(813) 510-3949	0.81
Westchase Impact Martial Arts	12950 Race Track Rd # 109 Tampa FL	(813) 600-5260	0.91

Automotive Services

Name	Address	Telephone	Distance (Miles)
7-eleven	12049 Whitmarsh Ln Tampa FL	(813) 818-0773	0.67
7-eleven	13151 Race Track Rd Tampa FL	(813) 855-9627	0.8

Banks / Financial

Name	Address	Telephone	Distance (Miles)
7-eleven	12049 Whitmarsh Ln Tampa FL	(813) 818-0773	0.67
Wells Fargo Bank	12253 W Linebaugh Ave Tampa FL	(813) 818-2160	0.8
7-eleven	13151 Race Track Rd Tampa FL	(813) 855-9627	0.8
Chase Bank	11650 Countryway Blvd Tampa FL	(813) 814-1958	0.81

Eating / Drinking

Name	Address	Telephone	Distance (Miles)
7-eleven	12049 Whitmarsh Ln Tampa FL	(813) 818-0773	0.67
Five Guys	11622 Countryway Blvd Tampa FL	(813) 855-2244	0.72
China Wok	10714 Countryway Blvd Tampa FL	(813) 855-8899	0.73
Mcdivot's Wings & Raw Bar	10706 Countryway Blvd Tampa FL	(813) 814-9394	0.74

Government / Public

Name	Address	Telephone	Distance (Miles)
Upper Tampa Bay Pubc Library	11211 Countryway Blvd Tampa FL	(813) 273-3652	0.39
Ups Store	12157 W Linebaugh Ave # 102 Tampa FL	(813) 891-1245	0.74

Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018





Ups Store	13046 Race Track Rd Tampa FL	(813) 341-0444	0.9
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Health Care Services

Name	Address	Telephone	Distance (Miles)
Balanced Health Pllc	11327 Countryway Blvd Tampa FL	(813) 855-0111	0.41
Artistic Beauty & Laser	11327 Countryway Blvd Tampa FL	(813) 749-0899	0.41
Elan Wellness Ctr	11329 Countryway Blvd Tampa FL	(813) 855-0001	0.41
Suzanne M Aronoff	11329 Countryway Blvd Tampa FL	(813) 965-1495	0.41

Organizations / Associations

Name	Address	Telephone	Distance (Miles)
Chase Club	12129 W Linebaugh Ave Tampa FL	(813) 814-2582	0.75
Westtown Church	13521 Race Track Rd Tampa FL	(813) 855-2747	0.75
Fresh Start Community Church	13966 Lynmar Blvd Tampa FL	(813) 814-1128	0.93
Greater Life Christian Church	12729 Race Track Rd Tampa FL	(813) 475-6904	0.97

Personal Services

Name	Address	Telephone	Distance (Miles)
Quality Plus Cleaners	945 Race Track Rd Tampa FL	(813) 925-0900	0.27
Artistic Beauty & Laser	11327 Countryway Blvd Tampa FL	(813) 749-0899	0.41
Elan Wellness Ctr	11329 Countryway Blvd Tampa FL	(813) 855-0001	0.41
Suzanne M Aronoff	11329 Countryway Blvd Tampa FL	(813) 965-1495	0.41

Pet Services

Name	Address	Telephone	Distance (Miles)
Westchase Veterinary Ctr	12043 Whitmarsh Ln Tampa FL	(813) 343-0738	0.67
Sam Ivy K9 Consultants Inc	12157 W Linebaugh Ave Pmb 133 Tampa FL	(727) 331-3538	0.74
System Vet	12018 Wandsworth Dr Tampa FL	(813) 855-7029	0.76
Racetrack Animal Hospital	11659 Countryway Blvd Tampa FL	(813) 818-7387	0.78



Local Business

Shopping

Name	Address	Telephone	Distance (Miles)
Levine Apparel Solutions Llc	11321 Minaret Dr Tampa FL	(813) 579-5736	0.24
Rk Permanent Cosmetics & Salon	10943 Countryway Blvd Tampa FL	(813) 767-2755	0.46
L A Watson Inc	10725 Ayrshire Dr Tampa FL	(813) 818-0715	0.51
Music By Carlos Llc	10714 Ayrshire Dr Tampa FL	(813) 855-3509	0.51

Travel

Name	Address	Telephone	Distance (Miles)
Car Rental 8 Llc	11345 Countryway Blvd Tampa FL	(813) 855-8830	0.42



Neighbors

11242 BLACKSMITH DR

Distance 0.01 Miles

Owner Name : **Narayanaswami Arun K**

Subdivision : **Mandolin Ph 01**

Sale Date : **10/23/2017**

Recording Date : **10/30/2017**

Total Value : **\$293,312**

Sale Price : **\$380,000**

Bed / Bath : **4 / 3**

Property Tax : **\$7,748**

Land Use : **Sfr**

Lot Acres : **0.14**

Stories : **1**

Living Area : **2,234**

Yr Blt / Eff Yr Blt : **2002 / 2009**

APN : **003533-1396**

11240 BLACKSMITH DR

Distance 0.02 Miles

Owner Name : **Gervais Paul F**

Subdivision : **Mandolin Ph 01**

Sale Date : **12/28/2009**

Recording Date : **01/21/2010**

Total Value : **\$248,097**

Sale Price : **\$248,000**

Bed / Bath : **3 / 2**

Property Tax : **\$6,127.80**

Land Use : **Sfr**

Lot Acres : **0.14**

Stories : **1**

Living Area : **1,929**

Yr Blt / Eff Yr Blt : **2001 / 2009**

APN : **003533-1398**

11617 WHITEROOK CT

Distance 0.02 Miles

Owner Name : **Norman Dayana C**

Subdivision : **Mandolin Ph 01**

Sale Date : **06/15/2015**

Recording Date : **08/03/2015**

Total Value : **\$261,896**

Sale Price : **\$275,000**

Bed / Bath : **3 / 2**

Property Tax : **\$7,158.99**

Land Use : **Sfr**

Lot Acres : **0.17**

Stories : **1**

Living Area : **2,002**

Yr Blt / Eff Yr Blt : **2002 / 2009**

APN : **003533-1416**



Neighbors

11248 BLACKSMITH DR

Distance 0.02 Miles

Owner Name : **Dressman Daniel A**

Subdivision : **Mandolin Ph 01**

Sale Date : **07/05/2013**

Recording Date : **07/18/2013**

Total Value : **\$269,798**

Sale Price : **\$292,500**

Bed / Bath : **3 / 2**

Property Tax : **\$6,210.84**

Land Use : **Sfr**

Lot Acres : **0.17**

Stories : **1**

Living Area : **2,063**

Yr Blt / Eff Yr Blt : **2002 / 2009**

APN : **003533-1478**

11615 WHITEROOK CT

Distance 0.02 Miles

Owner Name : **Truong Duc Phuoc**

Subdivision : **Mandolin Ph 01**

Sale Date : **10/20/2016**

Recording Date : **12/08/2016**

Total Value : **\$269,386**

Sale Price : **\$315,000**

Bed / Bath : **4 / 3**

Property Tax : **\$6,526.91**

Land Use : **Sfr**

Lot Acres : **0.13**

Stories : **1**

Living Area : **2,205**

Yr Blt / Eff Yr Blt : **2001 / 2009**

APN : **003533-1414**

11613 WHITEROOK CT

Distance 0.03 Miles

Owner Name : **Dancy Joshua Bryan**

Subdivision : **Mandolin Ph 01**

Sale Date : **01/03/2014**

Recording Date : **01/08/2014**

Total Value : **\$253,588**

Sale Price : **\$288,750**

Bed / Bath : **3 / 2**

Property Tax : **\$5,986.76**

Land Use : **Sfr**

Lot Acres : **0.13**

Stories : **1**

Living Area : **2,047**

Yr Blt / Eff Yr Blt : **2001 / 2009**

APN : **003533-1412**

11698 CITRUS PARK DR

Distance 0.03 Miles

Owner Name : **Park Place Cdd**

Subdivision : **Mandolin Ph 01**

Total Value : **\$100**

Lot Acres : **3.05**

Land Use : **Municipal Property**

APN : **003533-1508**



Neighbors

11238 BLACKSMITH DR

Distance 0.03 Miles

Owner Name : **Manjunath Dinesh**

Subdivision : **Mandolin Ph 01**

Sale Date : **10/14/2002**

Recording Date : **11/13/2002**

Total Value : **\$270,606**

Sale Price : **\$220,100**

Bed / Bath : **4 / 3**

Property Tax : **\$5,189.06**

Land Use : **Sfr**

Lot Acres : **0.14**

Stories : **1**

Living Area : **2,234**

Yr Blt / Eff Yr Blt : **2002 / 2009**

APN : **003533-1400**

11226 CAVALIER PL

Distance 0.03 Miles

Owner Name : **Curley Florence A (te)**

Subdivision : **Mandolin Ph 01**

Sale Date : **07/29/2002**

Recording Date : **10/05/2002**

Total Value : **\$255,482**

Sale Price : **\$218,600**

Bed / Bath : **3 / 2**

Property Tax : **\$5,019.20**

Land Use : **Sfr**

Lot Acres : **0.14**

Stories : **1**

Living Area : **2,063**

Yr Blt / Eff Yr Blt : **2002 / 2009**

APN : **003533-1480**

11250 BLACKSMITH DR

Distance 0.03 Miles

Owner Name : **Burton Richard G**

Subdivision : **Mandolin Ph 01**

Sale Date : **09/05/2003**

Recording Date : **09/15/2003**

Total Value : **\$273,938**

Sale Price : **\$250,000**

Bed / Bath : **3 / 2**

Property Tax : **\$5,353.90**

Land Use : **Sfr**

Lot Acres : **0.14**

Stories : **1**

Living Area : **1,960**

Yr Blt / Eff Yr Blt : **2002 / 2009**

APN : **003533-1476**

Demographics

Census Tract / block: 115.06 / 1 Year: 2011

Household

Population		Population by Age	
Count:	4,631	0 - 11	15%
Estimate Current Year:	1,690	12 - 17	12%
Estimate in 5 Years:	1,890	18 - 24	6%
Growth Last 5 Years:	11.83%	25 - 64	62%
Growth Last 10 Years:	480.76%	65 - 74	3%
		75+	2%
Household Size		Household Income	
Current Year:	607	0 - \$25,000	10%
Average Current Year:	2.64	\$25,000 - \$35,000	6%
Estimate in 5 Years:	674	\$35,000 - \$50,000	10%
Growth Last 5 Years:	11.04%	\$50,000 - \$75,000	18%
Growth Last 10 Years:	467.29%	\$75,000 - \$100,000	18%
Male Population:	52%	Above \$100,000	39%
Female Population:	48%	Average Household Income:	\$8,652
Married People:	63%		
Unmarried People:	38%		

Housing

Median Mortgage Payments		Home Values	
Under \$300:	0%	Below \$100,000:	3%
\$300 - \$799:	0%	\$100,000 - \$150,000:	7%
\$800 - \$1,999:	45%	\$150,000 - \$200,000:	8%
Over \$2,000:	51%	\$200,000 - \$300,000:	21%
Median Home Value:	\$293,900	\$300,000 - \$500,000:	41%
Unit Occupied Owner:	83%	Above \$500,000:	10%
Median Mortgage:	\$2,013		

Customer Name : Kevin Overstreet
Customer Company Name : House Account
Prepared On : 02/05/2018





Demographics

Rent Payments		Year Built	
Unit Occupied Renter:	17%	1999 - 2000	51%
Median Gross Rent:	\$1,158	1995 - 1998	21%
Less Than \$499	0%	1990 - 1994	13%
\$500 - \$749	2%	1980 - 1989	9%
\$750 - \$999	10%	1970 - 1979	3%
\$1000 and Over	89%	1900 - 1969	3%

Education

Enrollment			
Public Pre-Primary School:	4%	Not Enrolled in School:	73%
Private Pre-Primary School:	5%	Not A High School Graduate:	18%
Public School:	58%	Graduate Of High School:	21%
Private School:	15%	Attended Some College:	48%
Public College:	12%	College Graduate:	13%
Private College:	7%	Graduate Degree:	18%

Workforce

Occupation:			
Manager/Prof:	14%	Private Worker:	5%
Technical:	7%	Government Worker:	9%
Sales:	30%	Self Employed Worker:	8%
Administrative:	4%	Unpaid Family Worker:	4%
Private House Hold:	3%	Farming:	1%
Service:	9%	Skilled:	1%
Protective Services:	0%	Blue-Collar:	11%
Commute Time			
Less Than 15 Min:	14%		
15 min - 28 min:	32%		
30 min - 57 min:	46%		
Over 60 min:	8%		

County: **HILLSBOROUGH**

Violent Crime (Ratio)

Assault

	County	State	Nation
Total:	1:58	1:64	1:79
Gun:	1:1,238	1:1,096	1:1,830
Knife:	1:980	1:1,254	1:2,073

Homicide

	County	State	Nation
Total:	1:15,777	1:15,673	1:18,302
Manslaughter:	1:169,040	1:164,921	1:403,659

Robbery

	County	State	Nation
Total:	1:517	1:505	1:673
Gun:	1:1,164	1:1,082	1:1,758
Knife:	1:7,734	1:8,072	1:9,965

Non Violent Crime (Ratio)

Burglary

	County	State	Nation
Total:	1:97	1:97	1:136
Forced Entry:	1:154	1:161	1:233
Non-Forcible:	1:315	1:302	1:442
Attempted:	1:1,671	1:1,346	1:2,249

Motor Vehicle Theft

	County	State	Nation
Total:	1:266	1:289	1:310
Auto:	1:446	1:483	1:456
Truck/Bus:	1:1,063	1:1,125	1:1,863



Terms and Conditions

How the Property PreQual was created and how it can be used.



Property PreQual® Terms of Service

Last modified: February 1, 2018

Thank you for your order of the Property PreQual® (“Property PreQual”) through Become a Better Agent, LLC (“BABA”). These terms and conditions and all applicable service-specific terms (“**Terms of Service**” or “**Agreement**”) govern your access to and use of any information, reports, data (whether printed, electronic, or in any other format), websites, mobile sites, mobile applications, products or services contained within or a part of the Property PreQual.

THIS IS A LEGAL AND BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU, THE END-USER (“YOU”), AND BECOME A BETTER AGENT LLC (“BABA”). BY ACCESSING ANY OF THE INFORMATION CONTAINED IN THE PROPERTY PREQUAL, YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE INFORMATION CONTAINED IN THE PROPERTY PREQUAL.

Wherever used in these Terms of Service, “**you**”, “**your**”, “**Customer**”, or similar terms means the person or legal entity accessing or using the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service.

We reserve the right, at any time, to update and change any or all of these Terms of Service, in our sole discretion, including but not limited to the fees and charges associated with the use of the Services. If we do so, we will post the modified Terms of Service on www.babaevent.com (the “**Site**”), though we will notify you of any changes that, in our sole discretion, materially impact these Terms of Service. Continued use of the Services after any such changes have been made shall constitute your consent to such changes. If a change has a material adverse impact on you, and you have contracted for a certain term, you may notify us within 30 days after being informed of that change that you do not agree with the change. If you do so, we will allow you to cancel your account. You are responsible for regularly reviewing the most current version of these Terms of Service, which are currently available at: www.babaevent.com. When we change these Terms of Service, we will modify the “**Last Modified**” date above.

1. Property PreQual®

The Property PreQual® (“Property PreQual”) is a property-specific report generated by third-parties (including, but not limited to: mortgage originators, inspectors, appraisers, title searches, municipal lien searches, association estoppel searches, insurance analysis, etc.) for Your use in marketing the specific property to potential buyers within the Multiple Listing Service (MLS).

1.1 Services. During the Term, subject to the terms and conditions of this Agreement, and solely for your property marketing business purposes, BABA hereby grants to You a nontransferable,

non-exclusive, limited license to access and use the Property PreQual, including any updates provided by BABA on a property-by-property basis.

1.2 Acceptable Use. You agree that You shall not, and shall not permit others, including but not limited to third parties, to directly or indirectly (i) alter or copy in any form or medium all or any part of the Property PreQual; (ii) create any derivative work from, or adaptation of, the Property PreQual; (iii) create any publications, in electronic, printed or other format, based in whole or in part on data from the Property PreQual without the consent of BABA, alone or in combination with any other data; (iv) remove any product identification, copyright, trademark or other notice from the Property PreQual or the Documentation; (v) use any graphics contained in the Property PreQual other than as specifically granted in Section A above; or (vi) reverse engineer, reverse assemble, or reverse compile the Property PreQual. You agree that BABA in its sole judgement shall be entitled to discontinue providing any OEM proprietary data from the Property PreQual in the event it is, for any reason, not available or in the event any OEM imposes commercially unreasonable fees or restrictions on use of such data.

1.3 Ownership; Limited Use. You agree that the data contained in the Property PreQual contain limited-use information, and that BABA owns all rights in the Property PreQual and the data contained therein, including without limitation all copyright and other proprietary rights. You agree to use the Property PreQual for the purpose of selling real property and agree to share the Property PreQual only with interested parties (including the disclosure of information through the Multiple Listing Service (MLS)) and/or parties to the contract for purchase and sale of real property. You agree to keep the Property PreQual and use your best efforts to prevent and protect the Property PreQual from unauthorized disclosure or use. You agree that the limited-use obligations shall survive termination of this Agreement.

1.4 No Guarantee. You understand that you are using the products, services, reports, data, applications, or websites made available by third parties through the Property PreQual (i.e., companies or people who are not associated with BABA). BABA does not own, control, or review this third-party information ("Information"). Neither does BABA guarantee or endorse the content of the Information. Your use of the Information is at your sole risk, and BABA shall not be liable to you or any third party in relation to the Information. BABA makes no promises or guarantees, express or implied, that the Property PreQual will cause a specific property to sell faster or sell with less or no issues. The Property PreQual is for informational purposes only.

1.5 Fair Use Policy. BABA may suspend your access to the Services for abusive practices that degrade the performance of the Services or Information for you and/or other customers of BABA.

1.6 Non-Exclusivity. You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict BABA's right to license, sell, or otherwise make available the Property PreQual to any third party or perform any services for any third party.

2. Intellectual Property

As between you and BABA, BABA retains all right, title, and interest in and to the Property PreQual, and all reports, data, and information contained therein. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect the Services or any of BABA's rights or interests therein or any other BABA intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to the Services not expressly granted in this Agreement are reserved by BABA.

3. Term and Termination

3.1 Term of the Agreement (“Term”). This Agreement is effective for six months, but in no event beyond the term of the Listing Agreement signed between You and Your seller. It is your responsibility to request an update of any information or reports contained within the Property PreQual. BABA may terminate this Agreement if You do not comply with any term or condition of this Agreement. Should this Agreement terminate, You agree to destroy any and all copies of the Property PreQual in your possession (physically or electronically).

3.2 Termination. If you violate the letter or spirit of this Agreement, or otherwise create risk or possible legal exposure to BABA, we can terminate or suspend your access to the Property PreQual at our sole discretion. We will use commercially reasonable efforts to notify you by email or at the next time you attempt to access your account. You may also cancel or disable Services at any time.

3.3 Termination for Cause. If You use the Property PreQual for any purpose other than to assist your clients with the purchase or sale of the specific real property to which the Property PreQual applies, we can terminate or suspend your access to a future Property PreQual reports.

3.4 Termination for Failure to Pay. The services and reports provided by the Property PreQual are to be paid at or before the closing of the real property that relates to the specific Property PreQual report, or must be paid for by the person ordering the Property PreQual report within 6 months of ordering the Property PreQual, whichever occurs first. Failure to pay for the Property PreQual report will terminate this Agreement.

3.5 Effects of Termination. Upon termination of this Agreement for any reason, (i) you will immediately cease all use of the Services; (ii) you will have no further access to future Property PreQual reports; and (iii) you will pay BABA all unpaid amounts owing for previously ordered Property PreQual Reports.

3.6 Survival. Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive, and such other provisions which expressly, or by their nature, are intended to survive termination shall survive the expiration or termination of this Agreement.

4. Warranty Disclaimer / Limitation of Liability

BABA FURNISHES THE Property PreQual ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTY. BABA DOES NOT WARRANT THAT USE OF THE Property PreQual WILL BE UNINTERRUPTED OR ERROR FREE, OR WILL MEET YOUR REQUIREMENTS. BABA SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING AND YOU HEREBY EXPRESSLY WAIVE ANY AND ALL SUCH WARRANTIES. YOU ASSUME THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE Property PreQual. UNDER NO CIRCUMSTANCES SHALL BABA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE Property PreQual. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, LOST GOODWILL, LOST PROFITS, LOSS OF DATA, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BROUGHT, EVEN IF BABA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

5. Indemnification

You shall defend, indemnify, and hold harmless Become a Better Agent, LLC, its affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys’ fees, of any kind or nature which are in connection with or arising out of a claim relating to, or arising from, the Property PreQual.

6. General

6.1 Assignment. You may not assign or otherwise transfer any of your rights or obligations hereunder, whether by merger, sale of assets, change of control, operation of law or otherwise, without the prior written consent of BABA (not to be unreasonably withheld), and any attempted assignment or transfer without such consent will be void. BABA may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you. BABA may also substitute, by way of unilateral novation, effective upon notice to you, BABA for any third party that assumes our rights and obligations under this Agreement.

6.2 Severability. Each provision of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision will not affect the legality, validity, or enforceability of the remaining provisions of this Agreement or of that provision in any other jurisdiction.

6.3 Notices. For purposes of service messages and notices about the Services, we may place a banner notice across our pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from us to an email address associated with your account, even if we have other contact information. You also agree that we may communicate with you through your BABA account or through other means including email, mobile number, telephone, or delivery services including the postal service about your BABA account or services associated with us. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Services. You may provide legal notice to BABA via email with a duplicate copy sent via registered mail to Become a Better Agent, LLC, 13029 W Linebaugh Ave #102, Tampa, FL 33626; Attention: Property PreQual. The email address provided may be updated as part of any update to these Terms of Service.

6.4 Waivers. No waiver of any provision of this Agreement is binding unless it is in writing and signed by all parties to this Agreement, except that any provision which does not give rights or benefits to particular parties may be waived in writing, signed only by those parties who have rights under, or hold the benefit of, the provision being waived if those parties promptly send a copy of the executed waiver to all other parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

6.5 Nature of Relationship. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

6.6 Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lock-outs, or labour disruptions; and any laws, orders, rules, regulations, acts, or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

6.7 Governing Law. This Agreement and your relationship with BABA shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the State of Florida, and shall be considered to have been made and accepted in Hillsborough County, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of Hillsborough County, Florida. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

6.8 Entire Agreement. The terms of this Agreement, constitute the entire agreement between the parties with respect to the use of the Services and supersede any prior or inconsistent

agreements, negotiations, representations, and promises, written or oral, with respect to the subject matter and is binding upon the parties and their permitted successors and assigns. In the event of any conflict between this Agreement and the terms of an Authorization Form, the provisions of the Authorization Form shall prevail. The terms of this Agreement will apply to all orders you submit to BABA and shall supersede any additional terms, which may be incorporated in a purchase order form, or any other form you generate. Any such terms shall be null and void.