

**Section 12. "Property"** shall mean and refer to that certain real property hereinabove described, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by recording Supplemental Declarations.

## ARTICLE II Property Rights

**Section 1. Easements of Enjoyment.** Each Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to , and will pass with, the title to every Lot, subject to the following (if ingress and egress to any Lot is through any of the Common Area, then any conveyance or encumbrances of that portion of the Common Area must be subject to that Lot Owner's easement):

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

(b) Suspension. The Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for a period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VI, Section 15, below. So long as there is a Class B Membership, if any mortgage encumbering any Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then any such dedication or transfer must be approved by both agencies, provided however such approval shall specifically not be required where the dedication or transfer is made to correct errors or omissions, or is required to comply with the requirements of any Institutional Lender, or is required by any governmental authority.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common area.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family , his tenants or contract purchasers who reside on the property.

**Section 3. Operation of the Common Area.** The Association shall at all times operate, supervise, control and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefore. The landscape/wall easements are owned by the Association, but the interior side of the wall shall be maintained by the individual Lot Owner. The Association shall maintain the exterior side of the wall and shall be responsible for any structural improvements or repairs.

**Section 4. Utility Service.** Public Utilities serving the Property and Lots, have been, or will be, installed underground in the Common Area and within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property. Any public utility serving the subdivision shall have the right to install, maintain, and repair all utilities for lines, wires, pipes, equipment and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, and such other utility and/or communications made available in the future by advances in technology and approved by the Board.

**Section 5. Public Easements.** Fire, police, health, sanitation, cable, communications, drainage and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the Common Area.

**Section 6. Lot Easements.** Each Lot Owner shall be responsible for the maintenance of all easements situated on his respective Lot for utility and drainage purposes.

**Section 7. Permanent Slope Easement.** There is shown on the Plat a Permanent Slope Easement which is held by Hillsborough County along the entire length of the Property and its boundary with Bloomingdale Avenue. Use of this easement is restricted to Hillsborough County and to the Association for the sole purpose of maintenance thereof. No improvements of any kind shall be installed or maintained in this easement by the Owner of any Lot. Any maintenance activities of the Association within this easement shall be part of the annual assessment described in Article IV hereafter.

**Section 8. Association's Right of Entry.** The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association.

**Section 9. Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 5. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 10. No Partition.** There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

**Section 11. Drainage Easements.** Those areas shown as "Drainage Easement" on the Plat shall be maintained as follows: (a) Drainage Easements on Lots shall be maintained by the individual Lot Owners and (b) Drainage Easements on Common Areas shall be maintained by the Association. Use of, and construction within, Drainage Easements is limited in accordance with restrictions contained on the Plat.

**Section 12. Private Streets:** The roads and streets within the Property are part of the