

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

ARTICLE V Architectural Control

Section 1. Architectural Control Committee. In order to assure that the residences and other buildings, structures, and improvements in the subdivision covered by this Declaration will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the "ACC"). The ACC shall be initially the Declarant, and shall not be a committee of the Association. The address of the ACC is 107 Dunbar, Suite I, Oldsmar, Florida 34677. However, at such time as all of the Lots in the subdivision have been sold by Declarant or at any time chosen by the initial members of the ACC, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 2. Purpose and Powers of the ACC. The ACC shall have the power to regulate those matters described in this Article V. The power to regulate shall include the power to prohibit those buildings, structures or improvements deemed inconsistent with the provisions of the Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure or improvement and a detailed site plan showing its proposed location, and ACC shall have approved such plans and specifications and detailed site plan, in writing. the approval of said plans and specifications by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind an appearance of fences, walls, and excavation or fill, change in appearance, drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are

included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records.

It is the intention of this provision to vest in the ACC the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ACC's prior written approval in the manner above provided.

All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within thirty (30) working days after submission. If the ACC does not take action to either approve or disapprove the submission within thirty (30) working days after receipt of the plans and specifications, the request shall be deemed denied.

Section 3. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of , any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, not for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

Section 4. Submission of Plans and Specifications for Review by ACC. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC.

ARTICLE VI General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for