TRAFALGAR DEVELOPERS OF FLORIDA, INC.

THE PLANTATION

DECLARATION OF RESTRICTIONS

Declaration of covenants and restrictions made this 11th day of May, 1979, by TRAFALGAR DEVELOPERS OF FLORIDA, INC., a Florida corporation, owners of all the rights, title, and interest, both legal and equitable, in and to the following-described property in Hillsborough County, Florida to-wit:

Subdivision Chadbourne Village, Lots 1 – 138, Plat Book 50, Pages 12-1, 12-2, 12-3, 12-4, and 12-5.

WITNESSETH:

WHEREAS, the undersigned party, as owner and developer of the above-described property, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the Community, desires to impose certain covenants and restrictions on the use of said property:

NOW, THEREFORE, it is declared that the hereinabove described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned and upon all persons deraigning title through the undersigned, and shall be for the benefit of and limitation upon all present and future owners of the above-described property, for a period set forth hereinafter:

1. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage.

2. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence or other occupancy, temporarily or permanently, and no structure may be erected on any lot for other than residential purposes. No structure of any kind shall be moved on to any lot except temporary buildings used by contractors in connection with construction work.

3. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No sign of an kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by the Developer to advertise the property during the construction and sales period.

5. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No trailer or commercial vehicle, other than those present on business may be parked in the subdivision; provided, however, commercial vehicles personally used by the lot owners may be parked in

the said subdivision on driveways of their lots in such a manner so as not to protrude or intrude upon any sidewalks or other areas of public way. No vehicle that is inoperative shall be left on the property.

6. No clothes lines shall be installed so as to be visible from the street in front of the residence.

7. No fence or wall shall be erected on any lot closer than the front building line of any dwelling constructed on a lot, except for walls or fences which are built, erected, or installed as part of the original construction of the improvements upon the lots by the developer.

8. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed, or altered on any lot unless material provided for structure, building, wall, fence, or other structure is of material assuring harmony with the exterior design, in regard to surrounding buildings, walls, fences, or structures constructed by Developer and harmonious to original plans and specifications within the community. Outside storage buildings or sheds may be erected or placed on the lot provided that the lot shall first be fenced with the appropriate fencing material not to exceed six (6) feet in height, and the said outside storage building or shed shall not exceed six (6) feet in height. The paint, coating, stain, or other exterior finishing colors on all buildings, walls, fences, or other structures shall be of that original color provided by the Developer and harmonious to the original external colors on plans and specifications within the community.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Each lot upon which a "zero lot-line" structure is constructed as hereinafter defined is hereby benefited and burdened by reciprocal appurtenant easements for the said maintenance, repair, and examination of said utilities. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

10. Each owner shall have an easement of five (5) foot wide abutting his property over, upon, and across the lot adjacent to said owners lot when any part of the original dwelling or appurtenant

structure thereto (such as fences and the like) is constructed in such a manner so as to lie directly on (or over) the lot line dividing the said lots (commonly known as “zero lot-line” structure) for the purpose of maintenance, repair, improvements, and reconstruction of the dwelling originally constructed thereon. This easement shall apply only when specifically necessary to accomplish the purposes set forth herein, and said owner utilizing this easement shall be liable for any damages to the adjacent lot arising from the use of said easement. Each lot upon which a “zero lot-line” structure is constructed is hereby benefited and burdened by reciprocal appurtenant easements for the said maintenance, repair, and reconstruction of such “zero lot-line” structures for lateral and subjacent support and for encroachments between each lot for the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon to a distance of not more than one foot as measured from any point on the common boundary at such point. For the purpose of this covenant, eaves, roofs, overhangs, and steps shall not be considered as part of a building or be deemed as an encroachment, provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the owner of any lot.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded in the Public Records on Hillsborough County, Florida.

12. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violations, or both. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney’s fees.

13. Invalidation of any provision of these Covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

14. As long as there is a Class B membership, amendment of this Declaration will require the prior approval of the VA is application for VA mortgage guarantees has been made and not withdrawn.

IN WITNESS WHEREOF, the part hereto has caused these presents to be executed in its corporate name, by its officers, duly authorized and its corporate seal to be affixed hereto, this 11th day of May, 1979.

TRAFALGAR DEVELOPERS OF FLORIDA, INC.

By:____________________________________
FRANK D. VASTI

Attest:

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Ramon Diago

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this 11th day of May , 1979, before me personally appeared Frank D. Vasti and Ramon A. Diago, respectively the Vice President and Assistant Secretary of Trafalgar Developers of Florida, Inc., a Corporation existing under the laws of the State of Florida, to me known to be the individuals and officers described in the foregoing instrument and severally acknowledged the execution hereof to be their free act and deed as such officers thereunto duly authorized; and the official seal instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tampa, in the County of Hillsborough, State of Florida, the day and year last aforesaid.

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Notary Public, State of Florida at Large