

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PEBBLE CREEK SUBDIVISION

This is a Declaration of Covenants and Restrictions made on or as of this 2nd day of SEPTEMBER, 1986, by FRED RIZK CONSTRUCTION COMPANY, a Texas corporation (hereinafter referred to as "Developer") for a development to be known as Pebble Creek Subdivision.

W I T N E S S E T H:

WHEREAS, Developer desires to subject to this Declaration certain real property which is described on Exhibit A attached hereto and designated as Pebble Creek Unit No. 4, Pebble Creek Village Unit No. 5, Pebble Creek Unit No. 6, Pebble Creek Unit No. 7 and Pebble Creek Village Unit No. 8 thereon; and

WHEREAS, Developer owns certain contiguous real property (hereafter called the "Future Units") which is designated as "Future Units" on Exhibit B, which Future Units Developer may (either in whole or in part) in the future subject to this Declaration.

NOW, THEREFORE, Developer hereby submits the properties described on Exhibit A (hereinafter the "Exhibit A Properties") to this Declaration and declares that all of said Exhibit A Properties shall be held, sold and conveyed subject to the following covenants and restrictions, and conditions, which shall run with said Exhibit A Properties, and be binding on all parties having any right, title or interest in said Exhibit A Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of

RICHARD L. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

RECORD VERIFIED

Richard L. Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Teresa A. Streetman DC

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each owner thereof. If any additional real property in the Future Units is hereafter submitted to this Declaration as provided herein, all such additional property shall also be held, sold and conveyed subject to the following covenants, restrictions and conditions, which shall run with said additional property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

A drawing showing the Exhibit A Properties and Future Units (and certain other properties which are not included in either the Exhibit A Properties or the Future Units) is attached as Exhibit C only for convenience of reference. THE ATTACHMENT OF EXHIBIT C IS NOT TO BE CONSTRUED AS A REPRESENTATION OF ANY KIND WITH RESPECT TO THE PARCELS SHOWN THEREON OR THEIR FUTURE USE, CONFIGURATION, OR SUBMISSION TO THIS DECLARATION.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the non-profit corporation to be established by Developer known as PEBBLE CREEK HOMEOWNERS ASSOCIATION OF HILLSBOROUGH COUNTY, INC., its successors and assigns. The Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibit D and Exhibit E, respectively.

Section 2. "Association Common Areas" shall mean and refer to all portions of the Submitted Property (hereafter defined) (including any improvements thereto) which are conveyed to the Association. Developer may convey certain drainage areas, green areas and recreation areas to the Association and upon such conveyance those areas will become

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Association Common Areas; Developer or other parties may convey to the Association other portions of the Submitted Property and upon such conveyance, said portions will become Association Common Areas.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Certificate of Occupancy" shall mean and refer to the final certificate or similar document issued by the appropriate governmental agency to allow occupancy (as a residence) of a dwelling unit; if no such certificate is required for occupancy, it shall refer to other suitable proof of completion as selected by the Board of Directors of the Association.

Section 5. "Covenants" shall mean and refer to this Declaration of Covenants and Restrictions.

Section 6. "Developer" shall mean and refer not only to FRED RIZK CONSTRUCTION COMPANY, a Texas corporation, but also any Successor Developer (hereafter defined).

Section 7. "Dwelling Parcel" shall mean and refer to either (a) any lot numbered with arabic numbers, such as 1, 2, or 3, within the Submitted Property which is shown on a Plat, (b) any townhouse lot, patio home lot or similar parcel of land on which a residence has been built, but which is not legally required to be platted before sale of the residence (excluding, however, condominium sites) or (c) any condominium unit within the Submitted Property for which a

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valid declaration of condominium has been filed in the public records.

Section 8. "FHA" shall mean and refer to the Federal Housing Administration.

Section 9. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 10. "Institutional Mortgagee" shall mean and refer to a mortgage holder in the business of making, guaranteeing, or purchasing mortgages, including but not limited to banks, savings and loans, mortgage companies, VA, FHA, FNMA, or FHLMC.

Section 11. "Owner" shall mean and refer to the owner of the fee simple title to a Dwelling Parcel. The term shall include Developer. When a Dwelling Parcel is owned by more than one person, the term "Owner" shall refer to all owners of that Dwelling Parcel collectively, and that Dwelling Parcel shall be deemed for the purposes of this Declaration to have only one Owner.

Section 12. "Plat" shall mean and refer to any plat of any part of the Submitted Property which is filed in the plat books of Hillsborough County, Florida, and is accepted by the appropriate county officials.

Section 13. "Submitted Property" shall mean and refer to the Exhibit A Properties and all portions of the Future Units which are submitted to the Covenants by Developer as provided hereafter.

Section 14. "Successor Developer" shall mean and refer to any party to whom FRED RIZK CONSTRUCTION COMPANY assigns (by written assignment recorded in the Public Records of Hillsborough County, Florida) its rights as Developer, but only so long as said assignment is effective.

Section 15. "VA" shall mean and refer to the Veteran's Administration.

Other definitions are set forth hereafter in the text.

ARTICLE II

ADDITIONS TO THE SUBMITTED PROPERTY

As set forth above Developer hereby submits the Exhibit A Properties to these Covenants. Developer reserves the right, exercisable from time to time, to subject any part of the Future Units to these Covenants in order to extend these Covenants to all or a portion of the Future Units, and to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by Developer filing in the public records of Hillsborough County, Florida, one or more supplementary Covenants describing the portions of the Future Units to be thereby added to the Submitted Property. The supplementary Covenants need be signed only by Developer and no other party. Upon such filing, the portion of the Future Units described therein shall automatically be included in and part of the "Submitted Property" as defined herein. Each supplementary

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Covenants may contain such complementary additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided, however, any such supplemental Covenants shall not revoke or otherwise amend the provisions of those Covenants as it pertains to the properties previously subjected hereto. If and at such time all or parts of the Future Units are added to the Submitted Property, all or any part of such additional property may or may not be conveyed to the Association by Developer as Association Common Areas. Developer shall have no obligation to add all or any part of the Future Units to the Submitted Property.

ARTICLE III

GENERAL PLAN OF DEVELOPMENT

(a) Separate Development Areas. Developer contemplates that various development areas within the Submitted Property will be developed as separate, free-standing, developments within the overall community to be known as PEBBLE CREEK SUBDIVISION. Certain portions of the Submitted Property may be developed as (a) single family homes (b) fee simple townhouses (c) zero lot line homes (d) patio homes (e) condominiums (f) any other types of residences. Each such separate residential development area within PEBBLE CREEK SUBDIVISION may or may not have separate owners' association or condominium association. Any such separate owners' or condominium association shall be separate and distinct from

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the Association established by these Covenants. All such separate developments within the Submitted Property shall be subject to these Covenants and the Owners of Dwelling Parcels in each such separate development shall be members of the Association.

(b) Separate Maintenance. For purposes of this Declaration and without regard to any declaration of condominium or other declaration of covenants, conditions and restrictions, or to any agreement among any Owners, each Owner of any Dwelling Parcel subject to these Covenants, shall be liable for assessments levied by the Association hereunder. The Owners of any Dwelling Parcel subject to these Covenants shall continue to be responsible and liable for the maintenance, repair and restoration obligations hereunder even though such obligations have been delegated or assigned to a condominium association or other separate owners' association formed for the purpose of administering part of the Submitted Property. Failure to maintain, repair and restore any real property interest subject to these Covenants, together with the buildings, structures, improvements and landscaping thereon or failure to comply with the provisions of these Covenants, shall subject the Owner or Owners thereof to the sanctions contained in these Covenants for any such failure even though the responsibility for such obligations may have been delegated to a condominium association or other separate owners' association.

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(c) Not a Condominium. Neither these Covenants nor the Association constitutes or creates a condominium or a condominium association. The powers conferred by the Florida condominium act are not granted by these Covenants, but rather the only powers granted by these Covenants are those expressly granted hereunder and those necessary to the objectives stated herein.

ARTICLE IV

MAINTENANCE AND REPAIR OBLIGATIONS

Failure to Maintain Real Property Interest Subject to this Declaration. Each real property interest subject to these Covenants, including, without limitation, the improvements and landscaping thereon, whether occupied or unoccupied, shall be kept clean and maintained, in first-class repair and appearance, and kept free from refuse, debris, unsightly growth and fire hazard. All weeds and grass shall be regularly cut and all curbs "edged" with an edger. Property which is under construction shall not be in violation of this restriction if it is kept and maintained in accordance with good construction practices. In the event any Owner of any real property interest subject to these Covenants shall fail, neglect or omit to so maintain or keep clean, painted and maintained and in good repair such real property interest subject to these Covenants, including, without limitation, improvements, grounds and landscaping,

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for more than ten (10) days after having been given written notification so to do by the Association, said Notice being addressed to and mailed by registered or certified mail to such Owner of a real property interest subject to these Covenants at the last known address for such Owner, the Association may, but shall not be required to or have any duty to, enter upon such real property interest for the purpose of remedying the defects and failures stated in said Notice and the expense of so remedying said defects shall be charged to the Owner of such real property interest, and shall become a lien upon such real property interest. Any lien or liens arising pursuant to this paragraph shall be collectible and enforceable in the same manner as other charges or liens as herein provided.

ARTICLE V

INSURANCE

The Association shall maintain in its name (a) appropriate hazard insurance (and flood insurance if in an area identified pursuant to the Flood Disaster Protection Act of 1973 as having special flood hazards) on all buildings located in the Association Common Areas, (b) liability insurance and (c) officers and directors liability insurance. The Association shall also require blanket fidelity bonds for anyone who either handles or is responsible for Association funds. The amount and coverage of the insurance and bonds

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maintained by the Association shall be determined by the Board of Directors and the cost of such insurance and bonds shall be paid by the Association as a common expense collectible as part of the Annual Assessment (hereafter defined). All hazard, liability and flood insurance on Association Common Areas and all fidelity bonds shall at least meet the minimum requirements imposed by FNMA, VA and FHA as a condition for approval by those agencies of mortgages on Dwelling Parcels. The insurance and fidelity bonds may include coverage and amounts which exceed the minimum requirements of these agencies if the Board of Directors so elects.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. An architectural committee ("Architectural Committee") shall be created which shall originally consist of two (2) representatives appointed by Developer. Developer may remove any representative appointed by it at any time and designate a substitute committee member. Developer shall have the right to designate the two (2) members of the Architectural Committee so long as Developer owns any real property in either the Exhibit A Properties, in the Submitted Property, or in the portions of the Future Units which have not been submitted to this Declaration. When Developer is no longer entitled to

appoint the representatives to the Architectural Committee, the Architectural Committee shall thereafter consist of the Board of Directors.

Section 2. Alterations and Additions. No improvements or structure of any kind (including but not limited to buildings, tents, garages, additions, fences, walls, roofs, screens, patios, walkways and drives) other than those originally constructed by Developer shall be constructed or maintained within the Submitted Property unless plans and specifications for same showing its nature, kind, size, materials, color and location have been approved in writing by the Architectural Committee. Such approval by the Architectural Committee may be denied without cause, in the sole discretion of the Architectural Committee. No such approval shall be required for improvements and modifications made inside a Dwelling Parcel which are not visible from outside the building. Nothing shall be affixed or displayed by an Owner on the exterior of a building or any walls or fences located within the Submitted Property other than that which is originally constructed by Developer or its designee, except with the written consent of the Architectural Committee as heretofore required for improvements, which consent may be denied without cause, in the sole discretion of the Architectural Committee.

ARTICLE VII

USES

Section 1. Permitted Uses. No Dwelling Parcel shall be used other than for residential purposes. In addition:

(a) No illegal, noxious or offensive activity shall be carried on within any Dwelling Parcel, nor may any Dwelling Parcel be used in any way or for any purpose which may unreasonably disturb the occupancy of any other Dwelling Parcel or which constitutes a nuisance to such occupants.

(b) No mobile homes shall be allowed within the Submitted Property.

(c) No structure shall be located on any Dwelling Parcel nearer to the front line or nearer to the street side line than the minimum building setback lines as shown on the officially approved detailed site plan on record with Hillsborough County, Florida. No dwelling or portion thereof shall be located on any Dwelling Parcel within any portion of a recorded easement.

(d) No Dwelling Parcel shall be used for business or professional purposes of any kind or for any commercial or manufacturing purposes. No business activities of any kind whatsoever shall be conducted within the Submitted Property; provided, however, the foregoing shall not apply: (i) to construction, maintenance, and sales activities of Developer or (ii) to activities of

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builders, contractors and real estate sales personnel which are connected with the construction or sale of improvements within the Submitted Property or (iii) to the rental or leasing activities of the Owner of a Dwelling Parcel or its agents or (iv) to the construction or operation of any utility plant or facility or (v) to the construction or operation of any public or private recreation facility, including but not limited to any golf course, tennis courts, swimming facility, any club operating or owning such a recreation facility, and any restaurant, lounge, "pro-shop" or similar operation which is part of or related to the recreation facility or the club.

(e) No Dwelling Parcel shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, and like services; otherwise, Dwelling Parcels may be rented for residential purposes.

(f) No animals or poultry of any kind shall be raised, bred or kept within the Submitted Property, except that dogs, cats or other household pets may be kept, provided: (i) they are not kept, bred or maintained for any commercial purpose, (ii) no more than two

of any species may be kept on one Dwelling Parcel, and (iii) they are not permitted to run loose.

(g) No commercial vehicle, camper, recreational vehicle, inoperative vehicle, unregistered vehicle, unlicensed vehicle or similar vehicle shall be parked or stored, temporarily or permanently, within the Submitted Property unless either (i) it is parked or stored in an area designated for that purpose by the Board of Directors or (ii) is kept totally enclosed in a garage with the door shut; no motor vehicle shall be parked or stored within the Submitted Property which exceeds six feet, six inches in height, or seven feet, six inches in width, or eighteen feet in length unless either (i) it is parked or stored in an area designated for that purpose by the Board of Directors or (ii) is kept totally enclosed in a garage with the door shut; provided, however, that this subsection shall not pertain to any construction related trucks, equipment or other vehicles used in connection with the construction of improvements in the Submitted Property. All vehicles operated in the Submitted Property, including motorcycles, must have exhaust and muffling systems designed to manufacturing standards or the equivalent thereto.

(h) No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored within the

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Submitted Property unless such object is concealed from public view inside a garage or other approved enclosure.

(i) No oil or gas operations or mining operations of any kind shall be permitted on any Dwelling Parcel, and no wells, tanks, tunnels, mineral excavation, or shafts shall be erected, maintained, or permitted on any Dwelling Parcel.

(j) No chain link fences shall be placed on any Dwelling Parcel.

(k) No fence, wall or structure shall be placed within twenty (20) feet of any Dwelling Parcel lot line abutting any golf course. Golfers shall be allowed to enter yards of such Dwelling Parcels to retrieve golf balls.

(l) No object shall be placed, planted, or permitted to remain on any corner lot if such object obstructs any portion of a person's view from any right-of-way adjacent to such lot and within an area the vertical dimension of which extends from the ground to an elevation of eight (8) feet and the horizontal dimension of which extends twenty-five (25) feet to the left and twenty-five (25) feet to the right from the center of the intersection adjacent to such corner lot.

(m) No maintenance work shall be performed on a vehicle within the Submitted Property unless the work either (i) does not render the vehicle inoperative more

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than three hours or (ii) it is performed totally within an enclosed garage.

(n) No sign or billboard of any kind shall be erected or maintained within the Submitted Property except (i) one professionally lettered sign with an area of not more than four and one-half (4-1/2) square feet located on a Dwelling Parcel and advertising it for sale, (ii) signs used by Developer or its designees to advertise the development, sale or rental of dwelling units and (iii) such signs, if any, as may be approved by the Architectural Committee. The Association shall have the right to remove any sign, poster, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willful misconduct in connection therewith.

(o) Trash, garbage, and other waste materials shall be kept only in closed sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers tightly attached. Containers for the storage of trash, garbage, and other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view except within twelve (12) hours of scheduled curb-side pick-up times. All rubbish, trash and garbage shall be regularly removed by

each Owner from his property and shall not be allowed to accumulate thereon; provided, however, that this subsection shall not apply to any construction materials used by Developer or any contractors or sub-contractors in the construction of improvements within the Submitted Property if the improvements have been approved by the Architectural Committee.

(p) No exterior radio or television antenna, satellite, or other receiving dish, or apparatus pertaining thereto, shall be erected or maintained on any portion of any Dwelling Parcel, lot, roof or any structure on any Dwelling Parcel or lot.

(q) No above-ground swimming pools shall be placed or maintained on any Dwelling Parcel.

(r) No "utility" sheds or storage sheds shall be placed on any Dwelling Parcel.

Section 2. Construction. Anything herein to the contrary notwithstanding, nothing in this Article or elsewhere in this Declaration shall in any way limit, restrict, impair or interfere with Developer's right to construct on or rent or sell Dwelling Parcels, to install streets and utilities, or complete any recreation facilities, at any time or to conduct all activities which are in the opinion of the Developer helpful with respect to such construction or with respect to renting or selling such Dwelling Parcels, includ-

ing but not limited to the right to maintain a construction trailer or trailers on the Submitted Property, a sales office, a model, and promotional signs.

Section 3. Variances. If any owner makes a request to the Architectural Committee for a variance from any restriction set forth in this Article, the Architectural Committee may require such Owner to submit to it such documents and items (including, as examples but without limitation, a written description of the variance requested, plans and specifications, site plans, and samples of materials) as it shall deem appropriate in connection with its consideration of the request for a variance. Approval by the Architectural Committee for a variance shall be by written instrument addressed to the Owner of the Dwelling Parcel with respect to which such variance has been requested. Such written instrument shall set forth the applicable covenant, the variance requested, the decision of the Committee and the conditions on which the variance has been approved. Such written instrument shall be signed by a majority of the members of the Architectural Committee (or by the Committee's Designated Representative). Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice to the Owner of disapproval by the Architectural Committee, or (b) failure by the Architectural Committee to respond to the request for

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variance within sixty (60) days after it has received the request.

ARTICLE VIII

USE OF COMMON AREAS

Section 1. When the Developer conveys a parcel to the Association, the Developer may, in the deed so conveying (a) limit the use of the parcel to a particular purpose and/or (b) reserve easements, licenses and other rights to Developer and to other parties selected by Developer, (including but not limited to, utility agencies or companies, the public or other individuals or entities) (c) impose covenants and restrictions on the use of the parcel as Developer may, in its sole discretion, determine. All such limitations, reservations, easements, licensees, rights, covenants and restrictions shall thereafter run with and be binding upon that parcel after it becomes an Association Common Area.

Section 2. Owner's Right of Enjoyment. Every Owner shall have a right to use the Association Common Areas, including the recreational facilities located in any recreation area*, for the purpose for which they were intended by Developer, which purpose shall be that stated in the deed of that particular Common Area to the Association. If no purpose is stated in the deed from Developer to the Association, the Association Common Areas shall be used only for the

*within the Association Common Areas

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purpose for which they were reasonably intended by Developer, as determined by the nature of the parcel and the improvements placed thereon. The right of the Owners to use the Association Common Areas shall be appurtenant to and shall pass with the title to every Dwelling Parcel, but shall be subject to the following:

(a) all limitations, reservations, easements, licenses, rights, covenants and restrictions imposed by Developer upon the parcel prior to its conveyance to the Association or stated in the deed from Developer to the Association.

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(c) the right of the Association to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Dwelling Parcel remains unpaid and for any period not to exceed sixty (60) days for infraction of its published rules and regulations;

(d) the right of the Association to make reasonable rules governing the use of the Common Areas and recreational facilities;

(e) the right of the Association to dedicate or transfer all or any part of the Association Common Areas, or an easement, license or permit thereon, to any

public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Association Common Areas and the recreational facilities to persons who reside in his Dwelling Parcel.

Section 3. Mortgage or Conveyance. Association Common Areas shall not be mortgaged or conveyed without the approval of two-thirds (2/3) of the Class A members. If ingress or egress to any Dwelling Parcel is through the Association Common Areas, then any conveyance or encumbrance of such Association Common Areas shall automatically be deemed to have been made subject to an easement for ingress and egress in favor of the Owner of such Dwelling Parcel, his heirs, successors, assigns, licensees and invitees.

ARTICLE IX

PARKING

No vehicular parking shall be allowed within the Association Common Areas except in areas designated for parking by the Board of Directors.

ARTICLE X

MAINTENANCE OF PUBLIC PROPERTY

The Board of Directors of the Association may, at its option, elect to maintain any parcel owned by Hillsborough County or any agency thereof or dedicated to the public, if the parcel is located within the Submitted Property. If the Board so elects, all expenses of such maintenance shall be deemed part of the Annual Assessment collectible against the owners of Dwelling Parcels in accordance with the Article hereof dealing with Assessments.

ARTICLE XI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Dwelling Parcel, including Developer, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Parcel.

Section 2. The Association shall have two (2) classes of voting membership:

(1) Class A. Class A members shall be all Owners of Dwelling Parcels, with the exception of the Developer, and shall be entitled to one vote for each Dwelling Parcel owned. When more than one person or entity holds an interest in any Dwelling Parcel, all such persons or entities shall be members. The vote for such Dwelling Parcel shall be

exercised as they determine, but in no event shall more than one vote be cast with respect to any Dwelling Parcel.

(2) Class B. The Class B member shall be the Developer, who shall be entitled to: (a) three (3) votes for each Dwelling Parcel owned by Developer and (b) thirty (30) votes for each acre owned by Developer in the Submitted Property which does not contain a Dwelling Parcel and (c) thirty (30) votes for each acre which Developer owns in the Future Units which is not within the Submitted Property. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) ten (10) years from the date of recording of this Declaration; or
- (c) at the election of Developer.

ARTICLE XII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Dwelling Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to

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pay to the Association: (a) "Annual Assessments" (as hereafter defined) established by the Board of Directors, (b) "Special Assessments" (as hereafter defined) for capital expenditures approved and established by the Board of Directors. Such assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association in collecting them, shall be (a) a charge and continuing lien upon the Dwelling Parcel against which each such assessment is made, and (b) the personal obligation of the person who was the Owner of such Parcel at the time the assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by them, although the lien for said assessments shall continue to be enforceable against the Dwelling Parcel.

The Association may bring an action in its name to foreclose the lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. Any assessment installment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law.

Section 2. Commencement Date. Assessments provided for herein shall commence as to each Dwelling Parcel on the "Assessment Commencement Date" which shall be the earlier of

(a) actual occupancy of the dwelling unit by a resident, or
(b) the issuance of a Certificate of Occupancy for that dwelling unit.

Section 3. Annual Assessment. "Annual Assessment" shall refer to the assessment established on an annual basis by the Board of Directors, based upon a budget for anticipated common expenses for the next ensuing twelve (12) months. The budget shall include and the Annual Assessment shall be used (a) to pay all Association expenses of owning, operating and maintaining the Association Common Areas, including but not limited to all insurance carried by the Association, taxes on the Association Common Areas, and maintenance of the Association Common Areas, (b) to pay operational expenses for any recreational facilities in the Association Common Areas (c) to pay the operational and maintenance expenses for any common sprinkler system installed by Developer for watering the Association Common Areas (d) to pay "Club Dues" (hereafter defined) if the Board of Directors elects to obtain a community membership for use of "Club Facilities" (hereafter defined) (e) to pay, if the Board of Directors of the Association so elects, maintenance expenses for any areas within the Submitted Property which have been conveyed or dedicated to Hillsborough County or any agency thereof or which have been dedicated to the public (f) to pay other expenses as the Board of Directors may from time to time deem appropriate to promote, enhance and improve the lifestyle,

security and welfare of residents in the Submitted Property and (g) to establish and fund reserves as hereafter provided. Annual Assessments shall be fixed at a uniform rate for all Dwelling Parcels (provided the Assessment Commencement Date for that Dwelling Parcel has occurred) and shall be collected in advance in equal installments, which installments shall be collected on a monthly, quarterly or annual basis, as may be determined by the Board of Directors from time to time. No Annual Assessment shall be levied with respect to any Dwelling Parcel if the Assessment Commencement Date for that Dwelling Parcel has not passed. The first Annual Assessment for a Dwelling Parcel shall be prorated according to the number of months remaining in the calendar year after the Assessment Commencement Date. Until January 1, 1987: the Annual Assessment shall be One Hundred Ninety-eight and No/100ths Dollars (\$198.00) per year per Dwelling Parcel, payable in annual installments of One Hundred Ninety-eight and No/100ths Dollars (\$198.00) each and no reserves shall be established or funded. From and after January 1, 1987: (a) the Annual Assessment shall be based on a budget adopted by the Board of Directors unless the proposed budget would increase the Annual Assessment by more than fifteen percent (15%) above the previous year, in which event approval of such increase of the Annual Assessment shall require the assent of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this

purpose; (b) the budget and Annual Assessments shall include reasonable reserves for the purpose of future replacement of all improvements in Association Common Areas, unless the members by a majority vote of each class of members, vote not to fund reserves for that budget year, or vote to fund less than reasonable reserves. The Board of Directors shall fix the amount of the Annual Assessment against each Dwelling Parcel at least thirty (30) days in advance of each Annual Assessment period. However, the Board of Directors may revise the Annual Assessment at any time during the year if the Board elects to do so, and monthly installments falling due thereafter shall be adjusted accordingly. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The date for adopting a budget and fixing the Annual Assessment shall be established from time to time by the Board of Directors. No Owner may waive or otherwise escape liability for the Annual Assessments provided for herein by non-use of the Association Common Areas or abandonment of his Dwelling Parcel.

Section 3. Special Assessments for Capital Improvements. "Special Assessment" shall mean assessments established from time to time by the Board of Directors for capital improvements or to establish or fund an operating account. Special Assessments shall be in addition to the Annual Assessments authorized above. Special Assessments shall be only for the purpose of defraying, in whole or in

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part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas which cannot be paid from reserves collected as part of the regular Annual Assessments, or to establish or fund an operating account; provided, however, any assessment for capital improvements must 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. Special Assessments shall be fixed uniformly against all Dwelling Parcels (provided the Assessment Commencement Date for that Parcel has occurred) and shall be payable when and as specified by the Board of Directors. No Special Assessment shall be levied with respect to any Dwelling Parcel if the Assessment Commencement Date for that parcel has not passed.

Section 4. Club Facilities. Within the Pebble Creek development, there is presently being operated a private golf course and a private swim club (both herein being referred to as the "Club Facilities"). It is not contemplated that either of these Club Facilities will become Association Common Areas. To the contrary, Developer contemplates at the time of the filing of this Declaration that both of these Club Facilities will continue to be privately operated for the profit of the owner of the facilities, and not for the benefit of members of the Association unless the owner of the Club Facility so determines. The Board of Directors of the

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Association may on an annual basis elect to arrange with the owners of the Club Facilities a "community association membership" for the Owners of Dwelling Parcels within the Submitted Property. If the Board so elects, the membership charges (herein referred to as "Club Dues") for such community association membership will be paid out of funds collected as part of the Annual Assessments. Each Owner of a Dwelling Parcel shall be required to pay that portion of the Annual Assessment which will be used for Club Dues if the Board elects to obtain such a community association membership. However, nothing in this Declaration shall be deemed to in any way constitute a representation by the Developer that the private swim club or private golf course will be available for use by members of the Association, nor shall anything contained in this Declaration be deemed to prevent the owner of said Club Facilities from closing them or from converting them to another use, dedicating them to the public, or conveying them to Hillsborough County or to another public agency for whatever use as the owner of said Club Facilities may deem appropriate. So long as a Class B membership exists in the Association, the portion of the Annual Assessment that may be used to pay Club Dues shall not exceed a maximum of Seven and 50/100th Dollars (\$7.50) per month per dwelling unit; however, said Seven and 50/100 Dollars (\$7.50) maximum shall increase fifteen percent (15%)

each calendar year after 1986, with the first increase in the maximum to occur January 1, 1988.

ARTICLE XIII

COMPLIANCE

Each Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained in this Declaration including, without limitation, the maintenance obligations of an Owner contained herein. Upon the failure of an Owner to comply with any of his obligations hereunder, the Association, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance, including without limitation cleaning, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance shall be deemed assessed against the Dwelling Parcel of the non-complying Owner, and shall be immediately due and payable from the non-complying Owner to the Association, and shall be secured by a lien thereon which may be enforced and foreclosed in the same manner as an Annual Assessment lien.

ARTICLE XIV

SUBORDINATION OF LIEN TO MORTGAGES

The sale or transfer of any Dwelling Parcel pursuant to mortgage foreclosure by an Institutional Mortgagee, or any proceeding in lieu thereof, shall extinguish the lien of all assessments as to payments which became due prior to such sale or transfer unless a claim of lien for delinquent assessments was recorded in the public records prior to the recording of the mortgage; however, no such sale or transfer shall relieve a Dwelling Parcel from the lien for any assessment which becomes due after such sale or transfer. Likewise, no such sale or transfer shall relieve an Owner from his personal liability for any assessment which became due while the Owner held title to the Dwelling Parcel.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Developer, Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

DEF 4950 61117

Section 2. Joint and Several Obligations. Each and every obligation of an Owner hereunder shall be the joint and several obligation of each owner of a fee simple interest in that Dwelling Parcel, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto to or by one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 3. Severability. Invalidation of any one of these covenants, easements or restrictions by judgment or court order shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty-five (55) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by agreement of the Owners of three-fourths (3/4) of the Dwelling Parcels.

Section 5. Amendments. This Declaration may be amended by a duly executed and recorded instrument signed by the Owners having no less than three-fourths (3/4) of the total votes of the Association provided, that any such amendment must also be approved by the Developer so long as Developer either owns a dwelling unit or one acre within the Submitted Property. Amendments to the Articles of Incorporation and By-Laws for the Association shall not be considered amend-

ments to this Declaration, and shall be accomplished in the manner set forth in said Articles and By-Laws. Notwithstanding the foregoing, and in addition thereto, the consent of all Owners and Developer shall be required for any amendment to this Declaration which effects a change in (1) the method of dividing the assessments, (2) the provisions dealing with the duration or amendment of these Covenants, or (3) any easement provided for herein.

Section 6. Lender's Notices. An Institutional Mortgagee holding a first mortgage on any Dwelling Parcel shall be entitled (upon written request by the Institutional Mortgagee to the Association stating the name and address of the Institutional Mortgagee, and a legal description and address for the Dwelling Parcel), to timely written notice of: (a) any sixty (60) day delinquency in the payment of assessments against the Dwelling Parcel encumbered by that mortgagee's mortgage; (b) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (c) any proposed action that under this Declaration requires consent of a specified percentage of mortgage holders; and (d) any condemnation or casualty loss that affects a material portion of the Submitted Property or the Dwelling Parcel encumbered by that mortgagee's mortgage.

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REC 4

Section 7. Information. The Association shall make available to all owners and Institutional Mortgagees holding a first mortgage on a Dwelling Parcel, current copies of this Declaration, and of the Bylaws, rules, books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any Institutional Mortgagee shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

Section 8. Contracts. Until the time that the Class B membership ceases and is converted to a Class A membership as set forth above, the Association shall not make any contract or lease unless there is a right of termination without cause or penalty, which is exercisable at any time after not more than three hundred sixty-five (365) days' notice to the other party. This prohibition shall not, however, apply to agreements with utility companies or other parties for the supply of cable TV, telephone, or utility services to the Submitted Property.

Section 9. Captions. The paragraph captions are for convenience only, and shall not be deemed to in any way affect or limit the interpretations or content of the paragraphs.

OFF. REC 4 950 P.1120

Section 10. Reduction. If any covenant, restriction, easement or provisions contained in this instrument is invalid or unenforceable because its duration as provided above herein exceeds a permissible or reasonable duration under any statute or rule of law or equity, then it is expressly agreed by the Developer, and any party having any interest in a Dwelling Parcel, that the duration of said covenant, restriction, easement or provision shall automatically be limited and reduced, ipso facto, to such duration as will be deemed permissible or reasonable under the applicable statute or rule of law or equity.

Section 11. FHA/VA Approval. As long as there is a Class B membership, the following actions shall require the prior approval of the FHA and VA: (a) submission to these Covenants of any real property which is not either within the Exhibit A Properties or within the Future Units; (b) dedication of Association Common Areas to the public, and (c) amendment of these Covenants.

IN WITNESS WHEREOF, the Developer herein, FRED RIZK CONSTRUCTION COMPANY, a Texas corporation, has caused this instrument to be executed on its behalf as of the 2nd day of SEPTEMBER, 1986.

Signed and acknowledged
in the presence of:

FRED RIZK CONSTRUCTION COMPANY,
a Texas corporation

Carol Reichert
Quincy Asker
As to _____

By: [Signature]

5/51

OFF 4 950 P.1121
REC 4

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this
2 day of September, 1986, by Fred E. Rizk,
as President of FRED RIZK CONSTRUCTION COMPANY, a
Texas corporation, on behalf of said corporation.

Paula Barnes
Notary Public

My Commission Expires:

2-23-89

FWC27/x

PAULA BARNES
Notary Public, State of Texas
My Commission Expires February 23, 1989

8/36

17

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PEBBLE CREEK SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS made as of this 25th day of September, 1990, by PEBBLE CREEK ASSOCIATES, a Texas general partnership for the development known as Pebble Creek.

O.R.
BOOK 6108 PAGE 1826

W I T N E S S E T H:

RECORD VERIFIED

Richard Ah
Clerk of Circuit Court
Hillsborough County, Fla.
By: Ramon Duran, D.C.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

BACKGROUND

Fred Rizk Construction Company, a Texas corporation ("Rizk") filed the Declaration of Covenants and Restrictions for Pebble Creek Subdivision (the "Declaration") in the Public Records of Hillsborough County, Florida at Official Records Book 4950, Page 1086. The Declaration covered certain properties described therein. Since that time, additional properties have been submitted to the Declaration by the filing of Supplementary Covenants. On January 5, 1988, Rizk recorded an Appointment of Successor Developer in Official Records Book 5307, at Page 063, of the Public Records of Hillsborough County, Florida; in that document, Rizk assigned all of its rights as Developer of Pebble Creek Subdivision to Pebble Creek Associates, a Texas general partnership.

For convenience, words used hereafter with the first letter capitalized shall have the same meaning as specified in the Declaration unless otherwise provided.

90221882

90221882

AMENDMENTS

The Declaration is hereby amended in the following respects:

O.R.
BOOK 6108 PAGE 1827

A. The following are added as an additional sections to
ARTICLE VI (ARCHITECTURAL CONTROL):

"Section 3. Exterior Lights. Except for non-seasonal porch lights and yard lights, no exterior lights of any kind shall be permitted on, in or about any Dwelling Parcel (including, but not limited to, on the home itself or within the yard) unless the lighting has been approved in writing by the Architectural Committee. Such approval by the Architectural Committee may be denied only with cause in the reasonable discretion of the Architectural Committee. However, no such approval shall be required for seasonal decorative lights, such as Christmas lights, if they are displayed between Thanksgiving and January 10th of each year. Seasonal decorative lights at any other time of the year are prohibited without first obtaining written approval of the Architectural Committee."

"Section 4. Garage Interiors. No interior walls or partitions of any kind may be installed or constructed within any garage unless they have been approved in writing by the Architectural Committee. Such approval may be denied in the sole discretion of the Architectural Committee."

B. The following is added as an additional paragraph to
Section 1 (Permitted Uses) of ARTICLE VII (USES):

"(s) Except as provided in this subparagraph (s), no more than one single family shall occupy each Dwelling Parcel. For purposes of this paragraph, a "single family" shall mean one or more persons related by blood, adoption, or marriage. If persons occupying a Dwelling Parcel are not all related by blood, adoption, or marriage, then occupancy of such Dwelling Parcel shall be limited to a maximum of two persons and their respective children. Notwithstanding anything contained herein, in no event shall the occupancy of any Dwelling Parcel be greater than two persons per bedroom. "Occupancy" shall be deemed to mean staying overnight in a Dwelling Parcel for a total of more than thirty days, either consecutively or nonconsecutively in any year."

The provisions of state and local codes concerning occupancy and marital status and the provisions of Title VIII of the Civil Rights Act of 1968, and the 1988 amendments and all other amendments thereto shall govern and control in the event of any conflict with the provisions of this section."

"(t) No motorized or non-motorized vehicles of any kind whatsoever shall be parked or stored, temporarily or permanently, unless they are (i) parked or stored in a garage, or (ii) parked or stored in a driveway. In no event shall any motorized or non-motorized vehicle of any kind be parked, temporarily or permanently, in any yard. The requirements of this subsection (t) are designed to supplement and shall in no event restrict the other sections or subsections of these covenants."

C. Section 1 (Enforcement) of ARTICLE XV (GENERAL PROVISIONS) is hereby amended to read as follows:

"Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law and equity, the covenants and restrictions now or hereafter imposed by the provisions of this Declaration. The Association or any Owner shall be entitled to recover from any breaching party, all reasonable attorneys' fees, both at the trial and on the appellate level, incurred in enforcing any of these covenants and restrictions. These attorneys' fees and costs incurred shall be secured by a lien upon the Dwelling Parcel of the breaching or violating Owner, which lien shall be enforceable against the Dwelling Parcel in the same manner as the lien securing assessments as set forth above. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter."

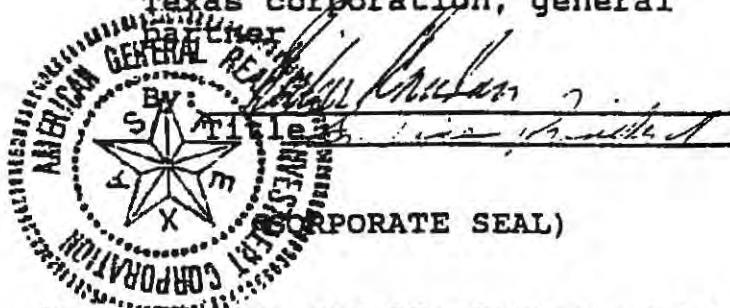
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

Signed in the presence of:

PEBBLE CREEK ASSOCIATES, a Texas general partnership

By: AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation, general

[Signature]
Witness
[Signature]
Witness



By: CHELSEA SQUARE: PEBBLE CREEK, a Florida general partnership, general partner

By: CHELSEA SQUARE CORPORATION, a Florida corporation, general partner

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Title President
(CORPORATE SEAL)

By: CUMBERLAND PROPERTIES, INC., a Florida corporation, general partner

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Title President
(CORPORATE SEAL)

APPROVED
AS TO CONTRACT COMPLIANCE
PER SEC. NO. 102
AND AGREEMENT
A.T.U.
CONTROL NO. 190-387
DATE 8-16-90
SIGNED [Signature]

[Signature]
Witness
[Signature]
Witness

By: ROBANIE (FLORIDA) INC.,
a Florida corporation,
general partner

By: [Signature]
Title [Signature]
(CORPORATE SEAL)

The undersigned Association hereby certifies that: (a) the foregoing amendments to the Declaration have been adopted pursuant to Section 5, ARTICLE XV of the Declaration, (b) the Owner signing above has, on this date, at least three-fourths (3/4ths) of the total votes of the Pebble Creek Homeowners Association of Hillsborough County, Inc., a Florida corporation, and (c) the foregoing Amendments have received the prior approval of FHA/VA as required by Section 11 of ARTICLE XV of the Declaration.

EXECUTED September 25th, 1990.

Signed in the presence
of:

PEBBLE CREEK HOMEOWNERS ASSOCI-
ATION OF HILLSBOROUGH COUNTY,
INC., a Florida corporation

[Signature]
Witness
[Signature]
Witness

By: [Signature], President

ATTEST:
[Signature], Secretary

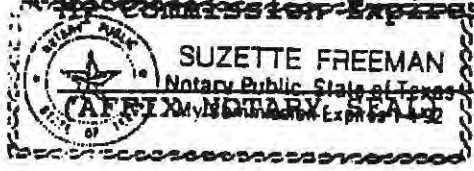
O.R. BOOK 6108 PAGE 1831

STATE OF Florida
COUNTY OF Dade

I CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared John J. Pugh, to me known to be the person described as John J. Pugh of AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation, in and who executed the foregoing instrument, and he acknowledged before me that he executed it in the name of and for that corporation, as general partner of PEBBLE CREEK ASSOCIATES, a Texas general partnership, and that he was duly authorized by that partnership to do so.

WITNESS my hand and official seal in the county and state named above this 12th day of September, 1990.

Suzette Freeman
Notary Public

~~My Commission Expires:~~ 1/4/92
 SUZETTE FREEMAN
Notary Public, State of Texas
(AFFIX NOTARY SEAL)

STATE OF Florida
COUNTY OF Dade

I CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared William L. Baker, to me known to be the person described as William L. Baker of CHELSEA SQUARE CORPORATION, a Florida corporation, in and who executed the foregoing instrument, and he acknowledged before me that he executed it in the name of and for that corporation, as general partner of CHELSEA SQUARE: PEBBLE CREEK, Florida general partnership, and that he was duly authorized by that partnership to do so.

WITNESS my hand and official seal in the county and state named above this 26th day of September, 1990.

Carol A. Russell
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires October 12, 1990
(AFFIX NOTARY SEAL)

STATE OF Florida
COUNTY OF Dade

I CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared William B. Smith to me known to be the person described as President of CUMBERLAND PROPERTIES, INC., a Florida corporation, in and who executed the foregoing instrument, and he acknowledged before me that he executed it in the name of and for that corporation, as general partner of CHELSEA SQUARE: PEBBLE CREEK, Florida general partnership, and that he was duly authorized by that partnership to do so.

WITNESS my hand and official seal in the county and state named above this 26th day of September, 1990.

Carol A. Russell
Notary Public

My Commission Expires: Large
My Commission Expires October 10, 1993
Bonded thru Huckleberry & Associates
(AFFIX NOTARY SEAL)

STATE OF Florida
COUNTY OF Dade

I CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared William B. Smith to me known to be the person described as President of ROBANIE (FLORIDA) INC., a Florida corporation, in and who executed the foregoing instrument, and he acknowledged before me that he executed it in the name of and for that corporation, as general partner of CHELSEA SQUARE: PEBBLE CREEK, Florida general partnership, and that he was duly authorized by that partnership to do so.

WITNESS my hand and official seal in the county and state named above this 26th day of September, 1990.

Carol A. Russell
Notary Public

My Commission Expires: Large
Notary Public, State of Florida at Large
My Commission Expires October 10, 1993
(AFFIX NOTARY SEAL)

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**SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PEBBLE CREEK SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PEBBLE CREEK SUBDIVISION (the "Second Amendment") is made as of this 7th day of June, 1993, by PEBBLE CREEK ASSOCIATES, a Texas general partnership.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

BACKGROUND

Fred Rizk Construction Company, a Texas Corporation ("Rizk") filed the Declaration of Covenants and Restrictions for Pebble Creek Subdivision (the "Declaration") in Official Records Book 4950, at Page 1086, of the public records of Hillsborough County, Florida. The Declaration covered certain property described therein. Since that time, additional properties have been submitted to the Declaration by the filing of Supplementary Covenants. On January 5, 1988, Rizk recorded an Appointment of Successor Developer in Official Records Book 5307, at Page 063, of the public records of Hillsborough County, Florida. In that document, Rizk assigned all of its rights as Developer of Pebble Creek Subdivision to Pebble Creek Associates, a Texas general partnership.

AMENDMENT

The Declaration is hereby amended by adding the following as Article XVI to the Declaration:

Anything in the Covenants to the contrary notwithstanding, the term "Future Units" shall include not only the land which is described on Exhibit "B" attached to the Covenants, but also the real property (hereinafter "Parcel H") which is legally

RECORD VERIFIED

Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Luke M. LeDuc, D.C.

7/2/93
Companion copy
in File #192-1457 (Parcel H)
2/5

1993 JUN 28 PM 3:54

93148941

REC'D CLERK

4/5/93

described on Exhibit "F" attached hereto. A drawing showing Parcel H and its relationship to the Exhibit A Properties and the rest of the Future Units is attached as Exhibit "G". THE ATTACHMENT OF EXHIBIT "G" IS FOR CONVENIENCE OF REFERENCE ONLY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION AS TO THE FUTURE USE OF THE PROPERTY SHOWN ON EXHIBIT "G" OR AS A REPRESENTATION THAT PARCEL H WILL BE SUBJECT TO THE COVENANTS. The Developer shall have the right, exercisable from time to time, to subject any part of Parcel H to the Covenants in order to extend the Covenants to that part of Parcel H and to bring that part of Parcel H within the jurisdiction of the Association. The additions to the submitted property herein authorized shall be made by the Developer filing in the Public Records of Hillsborough County, Florida, one or more supplementary Covenants describing the portion or portions of Parcel H to be thereby added to the Submitted Property. Parcel H is not at the present time owned by Developer and may be owned by someone other than Developer at the time of its submission to these Covenants. The supplementary Covenants need be signed only by the Developer and the owner of the fee simple title to the portion of Parcel H then being submitted (if it is someone other than Developer), and by no other party. Upon such filing, the portion of Parcel H described therein shall automatically be included in and part of the "Submitted Property" as defined in the Covenants. Each supplementary Covenants for Parcel H may contain such additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property. Any additions or modifications of the covenants and restrictions to reflect the different character of the added property shall be approved by FHA. However, any such supplementary Covenants shall not revoke or otherwise amend the provisions of the Covenants as they pertain to the properties previously submitted to the Covenants.

No part of Parcel H shall be submitted to the Covenants unless that part contains only: (i) Dwelling Parcels as defined in Section 7 of Article I; (ii) streets; and (iii) drainage areas, common areas, green areas, environmental areas, wetlands, utility areas, parks, and recreation areas which will either be dedicated to the public or conveyed to a utility or public agency or to the Association as Association Common Areas. Developer shall have no obligation to add all or any part of Parcel H to the Submitted Property.

Once a portion of Parcel H is submitted to the Covenants as provided in this Article, the fee owner of each Dwelling Parcel within that portion of Parcel H shall be a Class A member of the Association, shall be entitled to one vote for each Dwelling Parcel owned in the same manner as any other Class A member of the Association, and shall be subject to all assessments provided for in the Covenants in the same manner as any other owner of a Dwelling Parcel.

Upon approval of the Board of Directors of the Association, the Owner of the fee title to any part of Parcel H may convey to the Association portions of Parcel H. Upon conveyance of such a parcel to the Association (with approval of the Association's Board), such parcel will automatically become an Association Common Area.

The Declaration is also amended to add the attached legal description and drawing as Exhibit "F" and Exhibit "G" to the Declaration.

Executed as of the day and year first written above.

WITNESSES:

PEBBLE CREEK ASSOCIATES, a Texas general partnership

By: AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation

Print Name: Donne Reed

Print Name: Constance E. Stegent

Constance E. Stegent

By: Donald H. Nicholas
Donald H. Nicholas
Vice President
Address: 2777 Allen Parkway
Houston, TX 77019

By: PEBBLE CREEK DEVELOPMENT CORPORATION
a Florida corporation

Print Name: Donne Reed

Print Name: Constance E. Stegent

Constance E. Stegent

By: Donald H. Nicholas
Donald H. Nicholas
Vice President
Address: 2777 Allen Parkway
Houston, TX 77019

The undersigned Association hereby certifies that the foregoing Amendments to the Declaration have been approved by: (a) no less than three-fourths of the Directors of the Association at a properly called meeting of the Board of Directors of the Association, (b) by no less than three-fourths of the Class A members of the Association present at a properly called meeting of the members of the Association, at which a quorum of the total votes of the Association was present, (c) by no less than three-fourths of the total votes of the Association present at a properly called meeting of the members of the Association, at which a quorum of the total votes of the Association was present, (d) Pebble Creek Associates, a Florida general partnership, has no less than three-fourths of the total votes of the Association as of the date of execution of this Second Amendment.

APPROVED
AS TO CONTRACT COMPLIANCE
PER SPH NO. 132
LAW DEPARTMENT
A B I C
CONTROL NO. 193/1210
DATE 11/10/93
SIGNED [Signature]

WITNESSES:

Wilda Vializ

Print Name: Wilda Vializ

Carol A. Russell

Print Name: CAROL A. RUSSELL

PEBBLE CREEK HOMEOWNERS ASSOCIATION
OF HILLSBOROUGH COUNTY, INC., a
Florida corporation

By: *[Signature]*

Name: VINCENT A. PRUITT

Title: President

Address: 9515 PEBBLE CREEK AVE

Attest: *[Signature]*

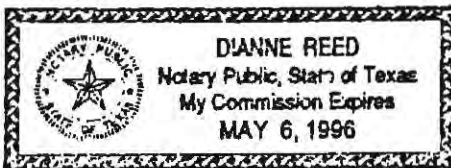
Name: PAUL S. SMITH

Title: Secretary

STATE OF TEXAS
COUNTY OF HARRIS

I CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Donald H. Nicholas, to me known to be the person described as Vice President of AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation, and acknowledged before me that he executed the above instrument in the name of and for that corporation, as general partner of PEBBLE CREEK ASSOCIATES, a Texas general partnership, and that he was authorized to do so.

WITNESS my hand and official seal in the county and state named above this 7th day of June, 1993.



D'Anne Reed
Notary Public

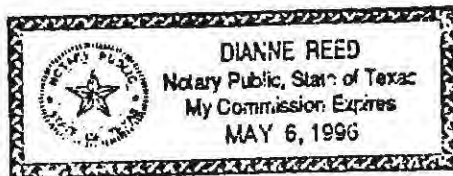
My Commission Expires:

5/6/96
Name: D'Anne Reed
(AFFIX NOTARY SEAL)

STATE OF TEXAS
COUNTY OF HARRIS

I CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Donald H. Nicholas, to me known to be the person described as Vice President of PEBBLE CREEK DEVELOPMENT CORPORATION, a Florida corporation, and acknowledged before me that he executed the above instrument in the name of and for that corporation, as general partner of PEBBLE CREEK ASSOCIATES, a Texas general partnership, and that he was authorized to do so.

WITNESS my hand and official seal in the county and state named above this th day of JUNE, 1993.



Dianne Reed
Notary Public

My Commission Expires:

5-6-96
Name: Dianne Reed
(AFFIX NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of APRIL, 1993, by VINCENT A. PIZZATOLA, President of PEBBLE CREEK HOMEOWNERS ASSOCIATION OF HILLSBOROUGH COUNTY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced identification and did not take an oath.



PAUL SAMUELS SMITH
MY COMMISSION EXPIRES
September 19, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Paul S. Smith
Print Name: PAUL S. SMITH
(Notary Public)

My Commission Expires:

(AFFIX NOTARY SEAL)

9-19-93

REC 7026 P 1201

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of May, 1993, by PAUL S. SMITH, Secretary of PEBBLE CREEK HOMEOWNERS ASSOCIATION OF HILLSBOROUGH COUNTY, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Carol A. Russell
Print Name: CAROL A. RUSSELL
(Notary Public)

(AFFIX NOTARY SEAL)

My Commission Expires:



hwc.doc/2170.1

EXHIBIT 'F'

Cross Creek Parcel H

LEGAL DESCRIPTION BY: Piercefield-Amaden & Associates, Inc.

A parcel of land lying and being in Section 8, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Section 8; thence run along the North boundary of said Section 8, South $89^{\circ}50'17''$ East, 1333.29 feet to the Northwest corner of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Section 8 being the Point of Beginning; thence continue along the North boundary of said Section 8, South $89^{\circ}50'17''$ East, 2216.63 feet to the centerline of Clay Gully Creek; thence run along the centerline of Clay Gully Creek the following sixteen (16) courses: (1) S. $30^{\circ}33'27''$ W., 189.62 feet; (2) S. $65^{\circ}23'00''$ W., 115.10 feet; (3) S. $29^{\circ}44'46''$ W., 192.81 feet; (4) S. $34^{\circ}12'47''$ W., 409.73 feet; (5) S. $40^{\circ}56'07''$ W., 348.13 feet; (6) S. $00^{\circ}27'17''$ E., 304.82 feet; (7) S. $31^{\circ}57'59''$ W., 346.07 feet; (8) S. $45^{\circ}48'19''$ W., 223.36 feet; (9) S. $58^{\circ}10'38''$ W., 430.15 feet; (10) S. $89^{\circ}38'44''$ W., 103.58 feet; (11) S. $79^{\circ}06'35''$ W., 100.32 feet; (12) S. $64^{\circ}12'02''$ W., 116.00 feet; (13) S. $48^{\circ}18'12''$ W., 101.43 feet; (14) S. $43^{\circ}22'38''$ W., 103.32 feet; (15) S. $59^{\circ}40'11''$ W., 100.04 feet; (16) S. $54^{\circ}56'13''$ W., 222.22 feet to the West boundary of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Section 8; thence along said West boundary North $00^{\circ}49'24''$ West, 2359.25 feet to the point of Beginning, containing 72.15 acres, more or less.

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BY-LAWS

OF

PEBBLE CREEK HOMEOWNERS ASSOCIATION

OF HILLSBOROUGH COUNTY, INC.

a corporation not for profit
under the laws of the State of Florida

ARTICLE I.

Identity

Section 1. These are the By-Laws of the above-named corporation. Said corporation is called "Association" in these By-Laws. The corporation is a non-profit corporation under the laws of the State of Florida, the original Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of administering a homeowner's association in Pebble Creek Subdivision in Hillsborough County, Florida.

Section 2. The Association shall operate on a calendar year basis, beginning the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient and for the best interests of the Association.

Section 3. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation not for profit" and the year of incorporation.

ARTICLE II.

Definitions

Section 1. All words, phrases, names and/or terms used in these By-Laws shall have the meaning and be used, and defined the same as they are in the Declaration of Covenants and Restrictions for Pebble Creek Subdivision unless the context otherwise requires. "Covenants" shall refer to said Declaration of Covenants, and Restrictions for Pebble Creek Subdivision as recorded in the public records of the county

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in which the development is located. "Developer" shall have the same meaning as in the Covenants, and shall, in every instance, include any party appointed in writing by the original Developer as a Successor Developer.

ARTICLE III.

The Association

Section 1. Members. The members of the Association shall be those parties as set forth in the Articles. A member's share or interest in the assets of the Association cannot be transferred or hypothecated except as an appurtenance to his unit.

Section 2. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held between January 1st and March 1st of each succeeding year. At the annual meeting the members shall elect Directors and may transact such business of the Association as may properly come before them. The time of day of all meetings shall be set by the Directors, and the Directors by majority vote may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and must be called by the President at the request in writing of a majority of the Board of Directors or at the request in writing of one-third of the members; such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to give notice of each meeting of the members, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his

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address as it appears in the membership book of the Association, or if no such address appears, at his last known place of address, at least fourteen (14), but not more than thirty (30), days prior to such meeting. Notice may be given by personal delivery or by regular first-class United States mail. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Waiver of Notice. Before or after any meeting any member may waive notice of the meeting in writing and such waiver shall be deemed the equivalent of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of persons entitled to vote ten percent (10%) of the votes of all members shall constitute a quorum at a member's meeting.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person, or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting so adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. There shall be two classes of voting membership as set forth in the Covenants. At every meeting of the members, the members present, either in person or by proxy, shall have the right to vote as set forth in the Covenants. The provisions of the Covenants regarding the two classes and regarding the votes appurtenant to each class are incorporated by reference. The vote of the majority of those votes present, in person or by proxy, shall decide any question brought before a meeting at which a quorum is

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present, unless the question is one upon which, by express provisions of statute, or of the Covenants or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 10. Proxies. A member may appoint any other member as a proxy. All proxies must be filed with the Secretary at any meeting or meetings for which the proxy was given before the proxy may vote.

Section 11. Conduct of Meetings. The order of business at all annual or special meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors (if election to be held).
- (g) Unfinished business.
- (h) New business.

Robert's rules of Order (latest edition) shall govern members meetings when not in conflict with the Covenants or the Articles and these By-Laws of the Association.

ARTICLE IV.

Administration

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of Directors which shall constitute the Board shall be not less than three (3) nor more than five (5). The exact number of Directors shall be determined by vote of the members, provided, however, it must be an odd number. Directors need not be members of the Association.

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Section 2. Directors - Election. Directors shall be elected by ballot at the annual meeting (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the meeting of the Association; each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 3. Removal of Directors. The initial Directors named in the Articles or any Director elected by the Developer may be removed only by Developer, and if so removed the vacancy so created shall be filled by Developer. Except the initial Directors named in the Articles of Incorporation, Directors may be removed with or without cause by a majority of the votes of the members of the Association; a special meeting of the members may be called for that purpose by ten percent (10%) of the members by notice stating the purpose, and the vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 4. Filling of Vacancies. Except as to vacancies provided by removal of Directors by members or the Developer, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 5. Term of Directors. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 6. Powers and Duties. All of the powers and duties of the Association under the Covenants and the Articles and By-Laws of the Association shall be exercised exclusively by the Board of Directors and its agents, contractors and employees subject only to approval of the members when specifically required. The Board of Directors shall have the powers and duties necessary for the

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administration of the affairs of the Association, and may do all such acts and things as are not by the Covenants, the Articles of Incorporation or these By-Laws directed to be exercised and done by the members. The powers of the Board shall include, but not be limited to the following:

(a) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary Association expenses and expenditures and including a reasonable reserve for repairs, upkeep and replacement as set forth in the Covenants.

(b) To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

(c) To make and amend reasonable rules and regulations if provided in the Covenants.

(d) To pay taxes or assessments or other charges against the property of the Association.

(e) To determine the depository for the funds of the Association.

(f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the property of the Association, and set the salaries of said personnel.

(g) Assess and collect all assessments pursuant to the Covenants to defray expenses of operating and maintaining the development.

Section 7. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors to assist the Association in carrying out the powers and duties of the Association as set forth in the Articles of Incorporation of the Association.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a

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resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9. Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the annual members' meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 10. Regular Meeting. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors must be called by the President, in like manner and on like notice, on the written request of at least two (2) Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof unless he objects at the beginning of the meeting as to lack of notice.

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Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors except where a greater number is expressly required by the Covenants, the Articles or these By-Laws of the Association. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Designation of Officers. The principal officers of the Association shall be a President who shall be a Director, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in their judgment may be necessary. Any person may hold two or more offices except the President shall not also be the Secretary. Officers shall not be entitled to compensation for performing their duties as officers unless the Board of Directors expressly authorizes it.

Section 15. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 16. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

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Section 17. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Section 18. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 19. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of Secretary.

Section 20. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 21. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a

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Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. 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.

Section 22. Budget. Before the end of each calendar year the Board of Directors shall annually adopt a budget for the forthcoming calendar year which shall include estimated funds to defray current expenses and to fund any reserve accounts and may provide funds for betterments, improvements, and contingencies. Reserves may be waived in the manner provided in the Covenants. Assessments shall be made in the manner provided in the Covenants. Annual Assessments shall be based on the budget for that year. The budget for any year can be revised from time to time by the Board of Directors at any time during the calendar year, and likewise assessments may be revised by the Board.

Section 23. Amendment to By-Laws. These By-Laws may be amended in the same manner as is provided in the Association's Articles of Incorporation for the Amendment to said Articles of Incorporation. No amendment shall be made which will conflict with the Covenants. Amendments shall not be effective until a copy certified by the Association as having been properly adopted, has been recorded in the public records of the County in which the development is located.

Section 24. FHA/VA Approval. As long as there is a Class B membership, the amendment of the By-Laws shall require prior approval of the FHA and VA.

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The foregoing was adopted as the By-Laws at the first meeting of the Board of Directors on the _____ day of _____, 1986.

PEBBLE CREEK HOMEOWNERS
ASSOCIATION OF HILLSBOROUGH
COUNTY, INC.

Approved:

FWC9/c

By: _____
William L. Bishop

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