

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 30<sup>th</sup> day of July, 1979, by CRITERION CORPORATION, a Delaware Corporation, hereinafter called "Developer."

Pursuant to Article V of this Declaration, the following property is hereby annexed and made subject to the provisions of this Declaration:

First Declaration of Annexation, recorded in the Public Records of Hillsborough County, Florida, at Official Records Book 3820, Page 51, et seq. for the following described property in Hillsborough County, Florida, to-wit:

Lots 11 through 35 inclusive, Block 1, and Lots 6 through 22 inclusive, Block 2 of Northdale Section H, according to a map or plat thereof, recorded in Plat Book 50, Page 31 of the Public Records of Hillsborough County, Florida.

W I T N E S S E T H :

WHEREAS, Developer is the owner of all the right, title and interest, both legal and equitable, in and to that certain parcel of real property situated in Hillsborough County, Florida, described in Exhibit "A" attached hereto and here incorporated by reference; and

WHEREAS, Developer is the owner of all the right, title and interest, both legal and equitable, in the property known as the Northdale Golf Course, a portion of which adjacent to the property described in Exhibit "A," is described in Exhibit "B" attached hereto and here incorporated by reference, and

WHEREAS, Developer desires to impose a common plan of development on the real property described in Exhibit "A," for the primary purpose of protecting and enhancing the value, marketability and desirability of the property described in Exhibit "B," and also for the purpose of protecting the health and welfare of the public, and enhancing the value, marketability and desirability of the property described in Exhibit "A," and in furtherance thereof, desires to impose certain covenants and restrictions on the use of the property described in Exhibit "A".

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A," shall be held, sold, and conveyed subject to the following easements, conditions, covenants and restrictions, which shall run with the land and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns, and which shall inure to the primary benefit of Developer, as owner of the real property described in Exhibit "B," which is hereby declared to be the dominant estate, substantially and specially benefited by the easements, conditions, covenants and restrictions imposed by this Declaration, and which shall also inure to the benefit of each Lot Owner.

ARTICLE I.  
General

1. DEFINITIONS: The following words and terms when used in this Declaration, or any supplemental declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

a. "Developer" means Criterion Corporation, a Delaware Corporation, and its successors in interest to the Golf Course.

b. "Golf Course" means only that certain parcel of real property described in "Exhibit "B" attached hereto and incorporated by reference herein, and such other lands designated as such as may hereafter be subject to this Declaration as provided in Paragraph 2 of Article VI hereof.

c. "Lot" means any of the lots constituting a portion of the Property, shown on all or a portion(s) of a Recorded plat(s); the initial Property being a portion of the plat recorded in Plat Book 50 Page 31 of the Public Records of Hillsborough County, Florida.

d. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including Contract Sellers, but excluding any other party holding the fee simple title merely as security for the performance of an obligation. Whenever used herein, the term "Owner" includes all persons claiming by, through, and under Owner.

e. "Person" means any natural person or artificial legal entity.

f. "Property" means only that certain parcel of real property described in Exhibit "A" attached hereto and incorporated by reference herein, which has been subdivided into Lots as hereinbefore defined, and such other lands designated as such as may hereafter be subject to this Declaration as provided in Paragraph 2 of Article VI hereof.

g. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida

h. "Subdivision" means and is synonymous with "Property" and is used interchangeably therewith.

2. INTERPRETATION: Unless the context otherwise requires, the use of the singular shall include the plural, and vice versa; the use of one gender shall include all genders; and the use of including shall mean "including without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate stated purposes of this Declaration. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II.

Restrictions on Subdivision Lots  
"Zero Lot Line" Easement

1. USE: No Lot shall be used except for residential purposes. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories, or 35 feet, in height, whichever is less, and only patios, porches, garages, carports, one (1) outbuilding, or utility building, a swimming pool, tennis court, landscaping, walls, fencing, driveways and sidewalks, appurtenant thereto. Each dwelling must have a minimum of a two-car but no greater than a two and one-half (2 ½) car garage.

2. MINIMUM RESIDENCE SIZE: No dwelling shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, carport or garage, shall be not less than 1000 square feet for a one-story dwelling, and not less than 1200 square feet for a two-story dwelling.

No dwelling shall be constructed on any lot or parcel at a cost of less than \$150,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

3. MINIMUM LOT SIZE: No dwelling shall be constructed on a Lot or plot having an area of less than 5,000 square feet. No Lot shall be divided, re-subdivided, or reduced in size by any method whatsoever, unless all portions of said Lot be used to increase the size of the adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, re-subdivided, or reduced in size by any method whatsoever, without the prior written consent of Developer. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided, or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Developer. More than one (1) Lot under one (1) ownership may be used for one (1) dwelling, in which event, this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat, and as reserved in this Declaration.

4. SETBACKS: The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer than 15 feet to a front lot line. No dwelling or other structure shall be erected closer than 20 feet to a rear lot line, except for a swimming pool and/or an outbuilding or utility building. Interior side lot line setbacks shall be as set forth in Exhibit "C," attached hereto, and here incorporated by reference. Where no interior side lot line setback is listed in Exhibit "C," the interior side lot line setback shall be no less than 5 feet. No swimming pool, outbuilding or utility building shall be erected within any easement, or closer than 5 feet to a rear lot line or closer than 5 feet to any

side interior lot line. No dwelling or other structure situated on a corner lot shall be erected closer than 15 feet to any street right-of-way. No dwelling or other structure or improvements, except permitted walls, fencing and landscaping, shall be erected within or upon any "Zero Lot Line" easement area, or any closer to any portion of the Golf Course, than that specified in Exhibit "D" attached hereto and incorporated by reference herein. Setback lines for odd shaped lots shall be as nearly as possible as set out above. For the purpose of determining compliance with the foregoing, porches shall not extend beyond any setback lines, but eaves, stoops, wing walls, and steps shall not be considered as part of the building, and may extend beyond any setback lines, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon any other Lot.

5. "ZERO LOT LINE" EASEMENT: Each easement set forth in Exhibit "E," is for ingress, egress and regress into, over, upon and across the servient property for the purpose of the maintenance, repair, improvement and reconstruction of the original dwelling, or appurtenant structures thereto, constructed on the dominant property so as to lie directly on, or over (or in close proximity to), the lot line dividing the dominant and servient estates (commonly known as "Zero Lot Line" structure).

Each easement shall apply only when reasonably necessary to accomplish the purposes set forth herein, and the owner of the dominant property utilizing said easement shall be liable for any damages to the servient Lot arising out of or resulting from the use of said easement.

Each lot subject to the forgoing easements shall also be subject to an easement for lateral and subjacent support; and for encroachments for unwillful placement, settling, or shifting of the improvements constructed, reconstructed or altered on the lot benefited by such easement to a distance of not more than one (1) foot as measured from any point on the common boundary at such point; provided, however, that in no event shall an easement of encroachment exist of such encroachment was caused by willful misconduct on the part of the owner of any lot benefited by such easement.

Each and every easement set forth in Exhibit "E" shall be perpetual, and shall be appurtenant to and shall run with the land.

The owner of each servient lot subject to each easement, shall not construct, erect or place any building, structure, improvement, plantings or other materials which may interfere with the exercise of such easement, but shall otherwise maintain such property.

6. STRUCTURES GENERALLY: No building or other structure, other than a builder's temporary structure, shall be erected on any Lot prior to the construction of a dwelling. A garage, carport or any other permitted structure, whether built simultaneously with or subsequent to the construction of a dwelling, shall be substantial and shall conform architecturally with the dwelling. No carport shall be built unless the side of the carport facing the street is constructed as part of the dwelling with entry only from the side or rear. Visual protection from carports shall be afforded all adjoining property by construction of either a six foot (6') high wall integrated as part of the dwelling, or a fence or landscaping of equal height, which shall be maintained, repaired or replaced if damaged.

7. NUISANCE PROHIBITED: No residence or other structure on any Lot shall be used for commercial or business purposes. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

a. The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and such other inherently dangerous activities shall not be pursued or undertaken on any Lot.

b. No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding property.

8. ON SITE CONSTRUCTION REQUIRED: No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by the Developer or a builder in connection with construction work and activities engaged upon any Lot, or any approved utility building or outbuilding.

9. ANIMALS: No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit, or allow the dog to stray, run, be, go in or in any manner be at large in or upon any public street; or the private property of others without the express or implied consent of the Owner thereof; and provided further that no more than a total of two (2) animals may be kept on any Lot.

10. SIGNS: No signs of any kind including "For Rent," "For Sale," and other similar signs shall be displayed to the public view, erected or maintained on any Lot except for one (1) professionally lettered sign not more than two (2) feet square in size, advertising the property for sale or rent; and except for signs approved by Developer, used by a builder to advertise the Lot(s) during the construction and sales period; or except as may be required by legal proceedings.

11. WELLS: No individual well shall be permitted on any Lot except for irrigation, swimming pools or air conditioning. Developer reserves the right to locate wells on any Lot. No septic tank or cesspool will be permitted on any Lot. The requirements of this paragraph only will be enforced as long as the public water and sewer systems presently operating within the Property are operating satisfactorily to all governmental entities having jurisdiction, and are available for use.

12. EXTERIOR ATTACHMENTS: No clotheslines, or clothes hanging devices exterior to a residence, and no exterior radio, television, electronic or like antennas, aerials or transmission or receiving tower(s) apparatus or devices; or other similar or dissimilar exterior attachments shall be installed, permitted, or located on any Lot in such a manner or location as to be visible from the public streets, neighboring Lots, or the Golf Course.

13. UTILITY EASEMENTS: Easements for installation and maintenance of utilities are reserved as shown on the recorded subdivision plat(s) of the Property. Within these easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede 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.

14. LAWNS AND LANDSCAPING: Every lot shall have grass covering all areas of the lot that are not otherwise covered by the structure of the dwelling, which areas include but are not limited to the house, driveway(s), sidewalk(s), walkway(s), swimming pool, patio, deck(s), shrubbery and landscaping beds. For those areas of a lot that have dense shade and on which grass is unable to grow adequately, a suitable mixture of Groundcover is to be planted which can survive in dense shade. The areas required to have grass or Groundcover shall be referred to herein as the "Lawn Areas." Lawn Areas must be sodded or plugged with St. Augustine or Bahia type grass or a similar type of grass, or in dense shade areas, with a suitable Groundcover. Yards that have green-cover consisting of weeds are not permitted. Application may be made to the Association for relief from these restrictions and will be reviewed on a case-by-case basis.

Lawn Areas of each lot shall be trimmed as frequently as necessary to ensure that the Lawn Areas do not exceed four inches in height as measured from the surface of the ground upward. The Lawn Areas shall be uniform in height and trimmed regularly to ensure the Lawn Area maintains a uniform height and is free of weeds. Each lot shall have its sidewalks, walkways, driveways and street curbing edged as frequently as necessary to ensure that the grass or approved Groundcover does not extend over the edge of said sidewalks, walkways, driveways and street curbing. Trimmings and debris produced from lawn cutting, edging and other maintenance on the lot may not be discarded in the street or sidewalks used by the public.

All bushes, trees and shrubs on a lot must be trimmed to maintain a clear view of oncoming traffic from the roadways, and a clear view of the roadway from a driveway. On corner lots, trees and shrubs cannot be placed so as to obstruct a view from one street to the intersecting street. Trees or shrubs may not obstruct a sidewalk. Overhanging tree branches must be trimmed to allow a seven (7) foot height clearance over the sidewalk. All dead bushes, trees, shrubs, vegetation and plantlife must be removed promptly.

Each lot is required to provide and maintain adequate shrubbery, trees and/or plantlife in areas visible to the public in order to maintain a neat and attractive appearance of the lot within the neighborhood.

In the event that the area is suffering from severe drought conditions, as defined by the National Weather Service, the Association reserves the right to not enforce this restriction during such periods. However, each lot owner or tenant shall use his/her/their/its best efforts to plant grass or Groundcover, as appropriate.

15. FENCES, WALLS AND HEDGES: Fences, walls and hedges may be constructed or maintained only as permitted by Developer, but in no event to exceed six (6) feet in height. No fence, wall or hedge shall be constructed or maintained between a front street, and front dwelling line or between a side street and the side dwelling line, provided, however, that a decorative wall or entrance forward of the front dwelling line or forward of the side dwelling line fronting a side street may be permitted if it conforms architecturally and aesthetically with the dwelling.

16. NORTHDALÉ BOULEVARD WALL: Developer may place, build, erect and/or install wall(s) and/or fence(s) along Northdale Boulevard. No Lot Owner, or other person, without the express written consent of the Developer, shall paint, deface, alter the appearance, change or renovate such wall(s) and/or fence(s) in any manner whatsoever, nor shall any attachment be made thereto of any nature. It is intended that once Developer originally constructs said wall(s) and/or fence(s), no Lot Owner or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer.

17. PONDS, CYPRESS TREES AND CONSERVATIVE AREAS: Any ponds or other water retention area, on Lots within the Property, are for the exclusive use of the owners and occupants of those Lots on which such ponds are located. In no event, however, shall a pond, stream, lake or other water course, if any, be used for swimming, bathing or boating purposes. The area(s) shown as "conservation area" or "drainage retention area," on any recorded plat of the Property, shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or bionomics thereof, is hereby prohibited. It is the intention of the Developer that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. Notwithstanding the foregoing, the Developer may change, disturb, and affect such areas as permitted or required by law in the course of the development of the Property or the Developer's other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this paragraph, to be the present and existing condition, character and state thereof.

18. REQUIRED ENCLOSURES: All garbage or trash containers, oil tanks, bottle containers, water tanks, water softeners, wood-piles, air conditioners, pool equipment, and other similar items, structures, equipment, apparatus or installation shall be placed under the surface of the ground or within walled or fenced in areas so as not to be visible from the public streets or neighboring Lots or the Golf Course.

19. APPEARANCE OF LOTS: No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether occupied or unoccupied, shall be maintained reasonable clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; no furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling, shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets, or neighboring Lots or the Golf Course. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twenty four (24) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

No weeds, underbrush or other unsightly growth shall be permitted or allowed to accumulate on any lot. This applies to any structure, bush, shrub and lawn within the lot's property line and is also applicable to non-resident owners, renters, property managers, or any other arrangements that have been made. Also, an owner is responsible to maintain the appearance of the lot in the event the property is vacant due to a transfer, pending sale or any other circumstance.

20. LOT UPKEEP AND MAINTENANCE: All Lot Owners with completed residences thereon, shall keep and maintain such Owner's Lot, together with the exterior of all buildings, structures and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation, having the grass regularly cut, and the exercise of generally accepted garden management practices necessary to promote healthy, weed free environment for optimum plant growth, painting, repairing, replacing and caring for roofs, gutters, downspouts exterior building surfaces, lighting fixture, shrubs and other vegetation, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

Each lot shall be maintained as frequently as necessary to remove mildew or other unsightly build-up on the structure of the improvements, including but not limited to, the house, roof, mailboxes, sidewalks, walkways, driveways and curbing and other areas visible to the public, including neighbors.

All exterior paint on the improvements to a lot, including but not limited to the house and fence(s), must be maintained so that there is no excessive fading or chipping; and the overall color must be even on all sides and areas of the improvement.

21. MOTOR VEHICLES: Vehicles, including but not limited to automobiles, trucks, motorcycles, bicycles, trailers and watercraft, as well as objects, including but not limited to, Portables-on-Demand Storage (PODS), must not block the clear path of the sidewalks or

obstruct in any way the view from the street of oncoming traffic or the right of way. No such vehicle or other objects shall be parked or placed on any part of a lot other than the driveway. Parking on lawns is strictly prohibited. Boats and other watercraft, and boat trailers, may only be parked or stored in the garage, or on the Lot behind a fence and concealed from view from the street.

22. CONTRACTORS: All buildings, structures or improvements placed on Lot shall be erected by a licensed contractor.

23. STREET LIGHTING: Each Lot is subject to the power and authority of the Municipal Services Taxing Unit created by Hillsborough County Ordinance 77-18. If at any time hereafter Developer, or its successors, request that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as otherwise provided by law, comprised in whole or in part by the Lots, or any of them, all Owners of such Lots will, upon written request by the Developer: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district, (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district; and (iv) join in any petition to annex contiguous property to the street lighting district.

24. DRIVEWAYS: Any driveway extensions must be constructed from the same concrete materials as and match the original driveway. Mulch, gravel or any other materials are not permitted to be used for driveway extensions.

25. MAILBOXES: Mailboxes must meet U.S. Postmaster specifications and be maintained in a functional manner. Unsightly, damaged or dented mailboxes must be replaced promptly. The mailbox must be firmly attached to the base. All supporting mounts, including but not limited to the base and arm, are to be in good repair.

26. HOLIDAY DECORATIONS: Each lot shall remove holiday decorations from areas of the lot visible to the public and neighbors within 30 days following the date of the holiday.

27. SEWER/WATER: All lots shall be served by a public sewer and water system and the owners of residences shall pay the monthly charge for such service.

28. CIVIC ASSOCIATION: The Northdale Civic Association (the "Association"), the not-for-profit Florida corporation which operates and maintains the Community consisting of the lots within the Property, has promulgated Provisional Standards for the Northdale Community, which Provisional Standards are incorporated by reference into these Restrictions, and are binding on all parties and all persons claiming under them. All requests for improvements, alterations, modifications, and additions to lots and/or dwellings must be submitted to the Architectural Review Committee of the Association.

ARTICLE III:  
Special Restrictions Affecting Golf Course Lots

1. GOLF COURSE EASEMENT: For the benefit of the Golf Course, and appurtenant to and running with said land, there is hereby created exclusive rights and easements as hereinafter described and defined in Paragraphs 2 through 6 of this Article, over, upon, through and across, that portion of each Lot adjacent to the Golf Course more specifically described in Exhibit "F" attached hereto and made part hereof by this reference hereinafter referred to as Golf Course Easement Area. All such easements and rights are collectively referred to as the "Golf Course Easement."

2. WALLS, FENCES, ETC., BORDERING GOLF COURSES: To promote an "open space" atmosphere for the benefit of the Golf Course, no solid line of fence, wall or shrubbery will be permitted on the Golf Course Easement Area.

3. RIGHT OF ACCESS TO LOTS AND GOLF COURSE EASEMENT AREA: Until such time as a residence is constructed on a Lot, the Developer reserves the right and easement to permit and authorize registered golf course players and their caddies to enter upon all or any part of any Lot to recover or play a ball (subject to the official rules of the Northdale Golf Club) without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to the Golf Course Easement Area, and for the limited purpose of retrieving and recovering a golf ball, or other object accidentally coming upon such Golf Course Easement Area. Players or their caddies shall not be entitled to enter upon any such Lot, or the Golf Course Easement Area with a golf cart or other vehicle, nor spend unreasonable time on such Lot or Golf Course Easement Area, or in any way commit a nuisance, or damage, or destroy any property, planting or foliage, while thereon. After construction of a residence on a Lot subject to the Golf Course Easement, "out of bounds" markers shall be placed on said lot by Developer.

4. DISTRACTIONS PROHIBITED: Owners of the Lots subject to the Golf Course Easement shall be obligated from any actions which would distract from the playing qualities of the Golf Course, or the development of an attractive overall landscaping plan for the entire golf course area, including the Property and the Golf Course. Such prohibited actions shall include, but are not limited to, such activities as an otherwise permitted burning on a Lot when the smoke would cross the fairway, the maintenance of dogs or other pets on a Lot under conditions interfering with play due to their loud barking, running on fairways, picking up balls, or other like interference with play.

5. DEVELOPER'S RIGHT TO MAINTAIN LOTS: Developer reserves the right and easement, upon, over, through and across the Golf Course Easement Area at any reasonable hour for the purpose of maintaining or landscaping the Golf Course Easement Area, but Developer shall have no affirmative obligation to do so. Such maintenance and landscaping may include regular removal of underbrush, trees, trash or debris; the planting of grass, trees and shrubbery, watering, application of fertilizer, and mowing. The foregoing right and easement shall apply to the entire Lot until a residence is constructed on the Lot.

6. EASEMENT OF LIGHT, AIR AND VIEW: Developer does hereby reserve the right and/or easement of light, air and view over and across the Golf Course Easement Area.

ARTICLE IV:  
Restriction on Golf Course

1. DEVELOPERS COVENANT: The Developer covenants and agrees that the Golf Course shall be used for a golf course, or other open space usage, and that no building, structure, or improvement shall be placed thereon, except that which may be necessary, convenient or useful in connection with, or of benefit to, such golf course or other open space use. However, nothing herein shall be construed to give any person any right, privilege or interest in or to the Golf Course, including but not limited to any right to enter upon, or use, such property.

ARTICLE V:  
Miscellaneous

1. AMENDMENT AND TERMINATION: The covenants and restrictions of this Declaration may be amended or terminated at any time and from time to time by an agreement signed by Developer, joined by at least the Owners of a majority (50% plus one) of the Lots subject to this Declaration. Any such amendment or termination shall not be effective until the instrument evidencing such has been duly recorded. Each lot shall have one (1) vote for issues which affect the property.

2. ANNEXATION: At any time and from time to time within the first twenty one (21) years from the date of recording this Declaration, the additional lands described in Exhibit "G," attached hereto may be annexed, in whole or in part, by the Developer and made subject to the provisions of this Declaration as Property and/or Golf Course, as the case may be, without the consent of any Lot Owner or any third party. Such lands, or any portion thereof, shall become subject to the provisions of this Declaration by duly recording an appropriate Declaration of Annexation executed by Developer. Until such a declaration is so recorded, no provision of this Declaration shall be effective as to all or any portions of the land described in Exhibit "G," nor shall this Declaration constitute a cloud, doubt, suspicion or encumbrance on the title to said lands. When completed, any annexation pursuant to this provision shall extend the provisions of this Declaration to such lands.

3. DURATION: Unless terminated or amended as provided in this Article, all of the easements (except the Zero Lot Line Easements set forth in Article II, Paragraph 6 of this Declaration), covenants and restrictions and other rights and obligations set forth in this Declaration shall run with the land and shall be binding upon all parties and persons claiming under them, for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless so terminated or amended as provided in this Article. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

4. DURATION OF ZERO LOT LINE EASEMENT: The Zero Lot Line Easements created pursuant to Article II, Paragraph 6, shall be perpetual, shall not be subject to amendment

without the joinder of the Lot owner adversely affected, and shall survive the termination of this Declaration.

5. AMENDMENTS OPERATE PROSPECTIVELY: No amendment made pursuant to Paragraphs 1, 2 or 3 of this Article, shall require a Lot Owner to alter or remove any buildings, structures or improvements, constructed in compliance with this Declaration existing on (i) the date on which the construction of such building, structure or improvement commenced; (ii) the date on which such Owner took title to his Lot, if the construction of such building, structure or improvement commenced within 180 days of his taking title.

6. ENFORCEMENT: If any person, firm or corporation or their heirs, successors or assigns shall violate or attempt to violate any of the easements, covenants or restrictions of this Declaration it shall be the right of any person or persons owning any Lot, or for the Association, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate this Declaration whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing this Declaration.

7. SEVERABILITY: Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed in its corporate name, by its officers duly authorized, and its corporate seal to be affixed hereto, the day and year first above written.

CRITERION CORPORATION

BY:  
Sr. Vice President

ATTEST:  
Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 31<sup>st</sup> day of July, 1979, before me personally appeared Mark O'Brian and Barry M. Elkin, respectively the Sr. Vice President and Secretary of CRITERION CORPORATION, a Delaware Corporation, to me known to be the individuals and

officers described in the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and the official seal for said corporation is duly affixed thereto, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 31<sup>st</sup> day of July, 1979.

Notary Public

My Commission Expires:

EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 1, and Lots 1, 2, 3, 4, 5, Block 2 of Northdale, Section H, according to map or plat thereof, recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida.

EXHIBIT "B"  
AREA 12, NORTHDALÉ GOLF COURSE  
ABUTTING SECTION H AND AREA 3

DESCRIPTION: From the Northwest corner of Lot 4, Block 10, Northdale Golf Club, Section D, Unit 1, according to the map or plat thereof recorded in Plat Book 49, Page 25, of the Public Records of Hillsborough County, Florida; for a Point of Beginning, also being a common corner on the East boundary of Northdale, Section H, according to the map or plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and more particularly on the East boundary of Lot 4, Block 1; thence along the Easterly boundary line of said Northdale, Section H, N.18°43'45"W., 181.39 feet; thence N.02°17'30"E., 174.15 feet to the Northeasterly corner of Lot 10, Block 1; thence leaving said Easterly boundary, run S.89°42'30"E., 125.64 feet; thence S.11°26'30"W., 170.27 feet; thence S.13°06'33"W., 178.08 feet to the Point of Beginning and containing 0.6355 Acres, more or less.

EXHIBIT B-1  
NORTHDALÉ GOLF COURSE  
HOLES NO. 11 and 12

DESCRIPTION: From the Northwest corner of Lot 7, Block 9, Northdale Golf Club, Section D, Unit 1, according to the map or plat thereof recorded in Plat Book 49, Page 25, of the Public Records of Hillsborough County, Florida; for a Point of Beginning; thence along the Westerly boundary line of said Northdale Golf Club, Section D, Unit 1, the following five (5) courses: (1) S.17°23'05"W., 553.32 feet; (2) thence S.60°06'10"E., 110.17 feet; (3) thence Southwesterly, 30.00 feet along the arc of a curve concave to the West and having a radius of 840.00 feet and a chord bearing S.29°53'50"W., 30.00 feet; (4) thence N.60°06'10"W., 125.00 feet; (5) thence S.42°51'55"W., 146.57 feet; thence along the Easterly and Northerly boundary line of Northdale, Section H, according to the map or plat thereof recorded in Plat Book 50, page 31, of the Public Records of Hillsborough County, Florida, the following six (6) courses: (1) N.18°43'45"W., 181.39 feet; (2) thence N.02°17'30"E., 560.00 feet; (3) N.09°37'49"E., 390.26 feet; (4) thence N.27°39'00"W., 157.45 feet; (5) thence N.69°17'18"W., 114.46 feet; (6) thence S.68°44'30"W., 448.93 feet; thence along the Easterly right-of-way line of Northdale Boulevard the following two (2) courses: (1) N.47°07'16"W., 168.44 feet; (2) thence Northwesterly, 216.53 feet along the arc of a curve concave to the Northeast and having a radius of 279.76 feet and a chord bearing N.24°56'55"W., 211.16 feet; thence N.69°43'47"E., 1480.80 feet along the Northerly boundary line of the Florida Power Corporation 100 feet wide transmission line easement; thence S.30°42'45"E., 11.37 feet; thence Southeasterly, 93.14 feet along the arc of a curve concave to the Northeast and having a radius of 400.00 feet and a chord bearing S.37°23'01"E., 92.93 feet; thence along the Southerly boundary line of said transmission line easement S.69°43'47"W., 146.92 feet; thence along the Westerly boundary line of Northdale Golf Club, Section D, Unit 2, accordingly to the map or plat thereof recorded in Plat Book 49, Page 70, of the Public Records of Hillsborough County, Florida, the following ten (10) courses: (1) S.43°49'35"E., 201.32 feet; (2) S.21°13'12"E., 58.72 feet; (3) S.00°04'23"E., 58.72 feet; (4) S.21°04'27"W., 58.72 feet; (5) S.42°13'17"W., 58.72 feet; (6) S.53°50'53"W., 93.16 feet; (7) S.44°33'16"W., 109.97 feet; (8) S.29°48'10"W., 110.77 feet; (9) S.11°26'30"W., 362.36 feet;

(10) S.15°06'16"W., 230.11 feet to the Point of Beginning. Containing 23.03 Acres, more or less.

EXHIBIT "C"

LOT	SOUTHERLY SIDE LINE SET-BACK	NORTHERLY SIDE LINE SET-BACK
Lot 1 Block 1	----	
Lot 2 Block 1	None	Six (6) feet
Lot 3 Block 1	None	Six (6) feet
Lot 4 Block 1	None	Six (6) feet
Lot 5 Block 1	None	Six (6) feet
Lot 6 Block 1	None	Six (6) feet
Lot 7 Block 1	None	Six (6) feet
Lot 8 Block 1	None	Six (6) feet
Lot 9 Block 1	None	Six (6) feet
Lot 10 Block 1	None	Six (6) feet
Lot 1 Block 2	None	Six (6) feet
Lot 2 Block 2	None	Six (6) feet
Lot 3 Block 2	None	Six (6) feet
Lot 4 Block 2	None	Six (6) feet
Lot 5 Block 2	None	Six (6) feet

In addition to the above, the minimum side yard distance from the dwelling on one lot to the dwelling on the abutting lots are not to be less than six (6) feet for a maximum of one third (1/3) the length of the structure, with an average distance of eight (8) feet minimum.

EXHIBIT “D”

All of the setback requirements set forth in Paragraph 5 of Article II of the Declaration to which this Exhibit is attached, shall be applicable to all Lots abutting the Golf Course, and as a further restriction, no dwelling or other structure shall be erected within the Golf Course Easement Area of any Lot as described in Exhibit “F” of the Declaration to which this Exhibit is attached.

EXHIBIT D-1  
GOLF COURSE EASEMENT AREA

Lot 11, Block 1	The easterly five (5) feet thereof
Lot 12, Block 1	The easterly five (5) feet thereof
Lot 13, Block 1	The easterly five (5) feet thereof
Lot 14, Block 1	The easterly five (5) feet thereof
Lot 15, Block 1	The easterly five (5) feet thereof
Lot 16, Block 1	The easterly five (5) feet thereof
Lot 17, Block 1	The easterly five (5) feet thereof
Lot 18, Block 1	The easterly five (5) feet thereof
Lot 19, Block 1	The easterly five (5) feet thereof
Lot 20, Block 1	The easterly ten (10) feet thereof
Lot 21, Block 1	The easterly ten (10) feet thereof
Lot 22, Block 1	The easterly ten (10) feet thereof
Lot 23, Block 1	The easterly ten (10) feet thereof
Lot 24, Block 1	The easterly ten (10) feet thereof
Lot 25, Block 1	The easterly ten (10) feet thereof
Lot 26, Block 1	The northeasterly ten (10) feet thereof
Lot 27, Block 1	The northeasterly ten (10) feet thereof
Lot 28, Block 1	The northerly ten (10) feet thereof
Lot 29, Block 1	The northerly ten (10) feet thereof
Lot 30, Block 1	The northwesterly five (5) feet thereof
Lot 31, Block 1	The northwesterly five (5) feet thereof
Lots 32 thru 35, Block 1	None
Lots 6 thru 22, Block 2	None

EXHIBIT "E"  
Zero Lot Line Easement

An easement over, across, through and upon the northeasterly five (5) feet of LOT 1, BLOCK 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 2 Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northeasterly five (5) feet of Lot 2, Block 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 3, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northeasterly five (5) feet of Lot 3, Block 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 4, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of LOT 4, BLOCK 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 5, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 5, Block 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 6, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 6, Block 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 7, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of LOT 7, BLOCK 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 8, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 8, Block 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 9, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 9, Block 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 10, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida.

An easement over, across, through and upon the northerly five (5) feet of LOT 10, BLOCK 1, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 11, Block 1 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 1, Block 2, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 2, Block 2 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 2, Block 2, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 3, Block 2 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of LOT 3, BLOCK 2, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 4, Block 2 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 4, Block 2, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 5, Block 2 of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida; and

An easement over, across, through and upon the northerly five (5) feet of Lot 5, Block 2, of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida solely for the use and benefit of Lot 6, Block 2

of Northdale, Section H, according to a plat thereof recorded in Plat Book 50, Page 31, of the Public Records of Hillsborough County, Florida.

EXHIBIT "F"  
GOLF COURSE EASEMENT AREA

Lot 1, Block 1	None
Lot 2, Block 1	None
Lot 3, Block 1	None
Lot 4, Block 1	None
Lot 5, Block 1	None
Lot 6, Block 1	None
Lot 7, Block 1	None
Lot 8, Block 1	None
Lot 9, Block 1	None
Lot 10, Block 1	None
Lot 1, Block 2	None
Lot 2, Block 2	None
Lot 3, Block 2	None
Lot 4, Block 2	None
Lot 5, Block 2	None

EXHIBIT "G"

Lots 11 through 35 inclusive, Block 1, and Lots 6 through 22 inclusive, Block 2 of Northdale Section H, according to a map or plat thereof, recorded in Plat Book 50, Page 31 of the Public Records of Hillsborough County, Florida.

