

*Safe
First American*

This instrument was prepared by
and should be returned to:
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INSTR # 2003339160
O BK 12988 PG 0848
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BONTERRA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, SCHMID MILLER, INC., a Florida corporation (hereinafter referred to as the "Declarant"), is the owner in fee simple of certain real property located in Hillsborough County, Florida, more particularly described in Exhibit A attached hereto and made a part hereof by reference; and

WHEREAS, the Declarant desires to submit said property to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions,

NOW THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the property more particularly described in Exhibit "A" attached hereto, the Declarant hereby declares that all of said property and each part thereof shall be held, sold and conveyed subject to the following provisions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said property or any part thereof, their grantees, heirs, successors, assigns, personal representatives and legal representatives, and shall inure to the benefit of each owner thereof as provided herein.

ARTICLE I.

Definitions

Section 1. "Articles" means the Articles of Incorporation of BONTERRA HOMEOWNERS' ASSOCIATION, INC., a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference, as the same are duly amended from time to time.

Section 2. "Association" means BONTERRA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 3. "Association Property" means the real and/or personal property owned by the Association for the use and benefit of the Members.

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Section 4. "Board of Directors" or "Board" means the Board of Directors or Board of Administration or other representative body responsible for administration of the Association.

Section 5. "Bylaws" means the Bylaws of BONTERRA HOMEOWNERS' ASSOCIATION, INC., a copy of which is attached hereto as Exhibit "C" and made a part hereof by reference, as the same are duly amended from time to time.

Section 6. "Declaration" means this BONTERRA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as duly amended from time to time.

Section 7. "Declarant" shall mean and refer to SCHMID MILLER, INC., a Florida corporation, its successors, nominees and assigns. The Declarant shall at all times have the right to assign all or any portion of any rights or interest it may have from time to time hereunder to any successor, nominee or assignee without the consent or joinder from any Owner or any holder of a mortgage, lien or other encumbrance upon a Lot (subject only to any specific approval rights granted to an Institutional Mortgagee pursuant to this Declaration or any construction or end loan financing agreement to which the Declarant is a party). Any such successor, nominee or assignee shall exercise the rights granted to it concurrently with and not in contravention of any of the Declarant's rights and interests hereunder.

Section 8. "Development" means ESTATES AT BONTERRA, as more particularly described in Exhibit A attached hereto and made a part hereof by reference.

Section 9. "Institutional Mortgagee" includes any bank, federal or state savings and loan association, institutional investor, mortgage banker, Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), federal agency (e.g. FHA or VA), insurance company, and/or real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender, holding a mortgage on one or more Lots.

Section 10. "Lot" means a platted or unplatted lot, tract, unit or other area of the Development, and all residential structures and fixtures located thereon.

Section 11. "Member" means every person or entity who holds a membership in the Association.

Section 12. "Maintenance" means the exercise of reasonable care to keep the buildings, landscaping, lighting and other related improvements and fixtures within the Development in a condition comparable to their original condition, normal wear and-tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for plant growth.

Section 13. "Expenses" means the expenses for which the Owners are liable to the Association as described in this Declaration and in any of the Exhibits hereto, as duly amended from time to time.

Section 14. "Owner" means the record owner, whether one or more persons or entities, of a fee simple interest in any Lot, and including the Declarant for so long as the Declarant is the

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owner of the fee simple title to a Lot, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

Section 15. "Design Review Committee" means the Design Review Committee which may be formed by the Association pursuant to the terms and conditions of the Bylaws for the purposes described herein.

Section 16. "Plat" means the plat of Bonterra, which was recorded in Plat Book 95, at Page 99 of the Public Records of Hillsborough County, Florida.

ARTICLE II.

Property Rights

Section 1. Easements of Encroachment. There shall be and Declarant hereby grants, reciprocal perpetual non-exclusive easements between all adjacent Lots for any encroachment due to placement, settling or shifting of the improvements constructed, re-constructed or altered thereon, including, but not limited to, roof overhangs, gutters, down spouts, rain water run-off therefrom, and perimeter walls or footers, provided such construction, re-construction or alteration is in accordance with the terms and conditions of this Declaration and complies with all applicable building and zoning codes or ordinances. Such easements shall exist to a distance of not more than two (2) feet as measured from any point on the common boundary between each Lot. Any such easement for encroachment shall include a perpetual, non-exclusive easement for the maintenance and use of the encroaching improvements in favor of the respective Owners of such Lots and the Association and their respective successors, assigns, employees and agents. No such easement shall exist for any such encroachment occurring as a result of the willful or intentional conduct of an Owner.

Section 2. Easements for Ingress to and Egress from Lots. There shall be, and Declarant hereby grants, non-exclusive perpetual easements for vehicular and pedestrian ingress and egress upon, over and across all roadways to be constructed within the Development (other than those driveways which may be located within individual Lots) to the Owners of each Lot as an easement appurtenant to the Lot, for access between the individual Lots and Miller Road, as more particularly described on the Plat.

Section 3. Easements for Ingress, Egress and Utilities. There shall be, and Declarant hereby grants, non-exclusive perpetual easements in, over, under and upon the Development, including but not limited to the Lots, as more particularly shown on the plat of the Development and as may be required for utility services and other governmental services in order to adequately serve the Development in whole or in part, including, but not limited to, electricity, telephone, sewer, water, lighting, irrigation, drainage, disposition of trash, law enforcement personnel, fire and emergency services, television antenna and cable television facilities. The Association and any governmental or quasi governmental agency having jurisdiction and all providers of utility services shall have the right to enter any Lot to inspect, maintain, repair or replace such utility service facilities and to remove any improvements interfering with or impairing the utility services or easements herein provided, and any such entrance shall not be deemed to be a trespass upon any Lot.

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Section 4. Easements for Drainage. There shall be, and Declarant hereby grants reciprocal, ~~perpetual non-exclusive easements between all adjacent Lots, as easements appurtenant to the Lots, for the natural run-off of rainwater, in accordance with any stormwater management plan which may be applicable to the Development, provided, however, that in no event shall any Owner of any Lot be required to allow stormwater drainage across its Lot in such a manner as shall damage any permanent improvements located thereon.~~

Section 5. Maintenance of Easement Areas. Within the easement areas hereby reserved or created, or shown on the Plat of the Development, no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

Section 6. Right of Entry. The Association, through its duly authorized employees, agents or contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance, replacement or repair as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

Section 7. Declarant's Privileges. Notwithstanding anything to the contrary contained herein, the Declarant shall have the right to transact within the Development and the Lots which it owns, any and all business necessary to consummate the development and sale of the Lots and the construction of residential structures and other improvements in the Development, and such business shall include, but not be limited to, the right to erect signs, maintain and furnish a model or models, and maintain a sales or leasing office or offices and place employees or agents in the model(s) or sales or leasing office(s), provided, however, nothing contained in this Declaration or the Exhibits attached hereto shall be deemed or construed to require that the Declarant construct any residential structure or any improvement of any nature whatsoever within the Development. The model(s), sales office(s), all furnishings therein, all signs, and all other items pertaining to sales shall not be considered Association or Owner property, and shall remain the property of the Declarant.

In addition, notwithstanding anything to the contrary contained herein, the Declarant shall have the right to grant to any third party a non-exclusive easement for the purpose of allowing drainage into the retention pond located within the parcel of land described on the Plat as "Tract B" and for the purpose of installing and maintaining such underground utility lines as may be necessary in order to utilize the same for drainage purposes, and to grant to any third party a perpetual, non-exclusive easement over said Tract B for the purpose of installing and maintaining underground utility lines for water and wastewater purposes. Any such easements over and across said Tract B which may hereafter be granted by Declarant shall be subject to such terms and conditions as may be agreed upon by Declarant in its sole discretion but in no

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 event shall Declarant enter into an easement with a third party to utilize Tract B for retention or
 detention purposes if sufficient capacity is not available in order to service both the Development
 and such third party.
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ARTICLE III.

Membership in Association; Voting Rights

Section 1. Membership. The Declarant, and every person or entity who is a record Owner of a fee or an undivided fee interest in any Lot, as evidenced by the recordation of proper instruments in the Public Records of Hillsborough County, Florida, shall automatically be Members of the Association. Except as specifically provided to the contrary herein, such membership shall automatically terminate when such persons or entities divest themselves of their respective interests in their Lot. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot.

Section 2. Voting Classes.

A. The Association shall have two (2) classes of voting Members, as follows:

Class A. Class A Members shall be all Owners except the Declarant, who shall be entitled to one (1) vote for each Lot owned.

Class B. Class B Members shall be the Declarant, which shall be entitled to the number of votes equal to the product of the number of total votes outstanding in Class A and B multiplied by two (2). The Class B membership shall cease on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

(1) Three (3) months after ninety (90%) of the Lots in all phases of the Development that will ultimately be operated by the Association have been conveyed to Owners other than the Declarant; or

(2) At any time the Declarant shall elect, in its sole discretion, to terminate the Class B membership.

B. The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Development.

C. When more than one person or entity holds an undivided fee interest in any Lot, all such persons or entities shall be Class A or Class B Members, as appropriate, and shall enjoy full membership rights, privileges and obligations as set forth herein, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

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Section 3. Class B Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the termination of the Class B membership, it is specifically understood that:

A. Until the Turnover Date, the Declarant shall have the right of veto on all questions coming before the membership for a vote thereon; and

B. Upon the Turnover Date, the Declarant shall become a Class A Member with regard to each Lot owned by it, notwithstanding the provisions to the contrary hereinabove, and the Declarant shall be entitled to one (1) vote for each such Lot on all questions coming before the membership for a vote thereon.

Section 4. Passage of Issues. The vote required for the passage of any particular issue which is the proper subject of a vote by the Members of the Association shall be that number as set forth herein and in the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time, subject to the provisions set forth hereinabove relating to the Class B membership and the Class B voting rights.

ARTICLE IV.

Covenant for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot within the Development, with the exception of the Declarant, by acceptance of a deed therefor, whether or not it shall be expressly stated in such deed, unconditionally covenants and agrees to pay to the Association (a) regular assessments or charges, payable quarterly, and (b) special assessments for capital improvements to be payable monthly, quarterly or annually, as determined by the Board of Directors. The regular and special assessments, together with interest at the highest rate allowed by law and costs of collection thereof, including without limitation, reasonable attorneys' fees, shall be a charge on the Lot assessed and shall be a continuing lien upon said Lot, commencing on the date a Claim of Lien is recorded in the Public Records of Hillsborough County, Florida. Each assessment, regular or special, together with interest at the highest rate allowed by law and costs of collection thereof, including without limitation, reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record on the date when the assessment became due and payable. No Owner may avoid, waive or otherwise escape liability for payment of the regular or special assessments provided for herein by failure to use or enjoy any portion of the Development for any reason whatsoever, or by abandonment of the Lot against which the assessment is made. The personal obligation for delinquent assessments shall not pass to the successors in title of the record Owner on the date when the delinquent assessments became due and payable unless expressly assumed by such record Owner's transferee.

Section 2. Purpose of Assessments.

A. The assessments levied by the Association shall be used exclusively to promote the recreation, health, welfare and safety of the Members of the Association and/or to

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provide for the management, maintenance, repair, replacement and insurance of any portion of the Development which the Association is obligated to maintain, repair, replace or insure.

B. The Board of Directors is hereby empowered to prepare and adopt an annual budget, and based thereon to determine the amount of the regular assessments from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessments be readjusted more often than quarterly unless necessary due to the economic reality of providing the items of service set forth herein as same shall vary from time to time.

C. The Association shall acquire and pay for, out of the funds derived from regular assessments, certain items of service which may include, but shall not be limited to, the following:

(1) Maintenance of the internal roadways within the Development including Bonterra Boulevard, Bon Vie Place and Ronja Lane, the stormwater drainage facilities and retention pond serving the Development (to the extent not maintained by Hillsborough County), the entrance area and other common areas located within the Development, the sidewalk, the wall along Miller Road, the project monument gates and entry and associated landscaping to be located along Miller Road, and the street lights located within the Development (to the extent not maintained by Hillsborough County or the utility company), including, but not limited to, equipment and personnel necessary for such maintenance.

(2) Acquiring and paying for a comprehensive policy of public liability insurance naming the Association, and until the Turnover Date, the Declarant as an additional insured thereunder, insuring against all claims or demands made by any person or persons whomsoever for injuries sustained or received in connection with, or arising from, the obligations of the Association hereunder for maintenance, operation, repair or replacement, and for any other risks insured against by such policies, with limits determined by the Board of Directors in their best judgment.

(3) Acquiring and paying for adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, employees, agents and contractors of the Association and all others who handle or are responsible for handling funds of the Association. Such coverage is to be in the form of fidelity bonds which (a) name the Association as an obligee, (b) are written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Operating Expenses of the Association as set forth in the adopted budget for the then current fiscal year, and (c) contain waivers of any defense based upon the exclusion of persons who serve the Association without compensation from any definition of "employee" or similar expression.

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(4) Acquiring and paying for such other forms of insurance and such coverages as the Board of Directors shall determine are required or beneficial or in the best interests of the Members or the Association.

(5) Paying any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors, including the costs of administration of the Association and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay for or to secure pursuant to the terms of this Declaration or the Bylaws of the Association, or which are necessary or proper in the opinion of the Board of Directors for the benefit of the Members or for the enforcement of these restrictions.

(6) Any and all other purposes deemed necessary and proper. Upon a proper vote as set forth in the Bylaws at a meeting duly noticed and called for that purpose, the Members may vote to establish an additional category of Operating Expenses for the happening of certain named events or for services which are required or desired by the Association, which category shall be determined and set forth in a resolution duly voted upon by the Members and executed by the duly authorized officers of the Association.

Section 3. Reserves. The Association shall build up and maintain reserves for the repair and maintenance of the internal roadways, stormwater drainage facilities and the retention pond serving the Development (to the extent not maintained by Hillsborough County), the entrance area and other common areas located within the Development, the sidewalk, wall and associated landscaping to be located along Miller Road and the street lights located within the Development (to the extent not maintained by Hillsborough County or the utility company). The roadways within the Development shall be private and shall not be dedicated to Hillsborough County. The initial amount of such reserves shall be determined by the Declarant, provided, however, that the amount of any reserve may be modified upon a proper vote as set forth in the Bylaws, at a meeting of the Membership duly noticed and called for that purpose. Further, upon a proper vote as set forth in the Bylaws, at a meeting of the Membership duly noticed and called for that purpose, the Association may vote to establish reserves for certain additional named contingencies, which shall be determined and set forth in a resolution duly voted upon by the Members and executed by the authorized officers of the Association. Notwithstanding anything contained herein to the Contrary, however, Declarant shall not be required to fund any of the reserves, but instead the reserves will be funded from regular assessments, commencing with the first regular assessment which is due after the Turnover Date.

Section 4. Right of Assessment. Pursuant to the obligations of the Association set forth herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance and/or management company or other contractor to carry out its obligations in regard to the maintenance and/or management of the Development as provided herein.

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B. Have the right and power to assess each Member an equal prorata share of the Operating Expenses.

Section 5. Uniformity. Both regular and special assessments must be fixed at a uniform equal rate for all Lots. Each Owner shall be assessed and shall pay on a quarterly basis an equal pro rata share of the total amount of the Operating Expenses as set forth in the annual budget for the Association. The basis for determining a special assessment shall be the actual cost of the item undertaken for the benefit of the Association as reflected upon the Association's books and records, and each Owner shall be assessed and shall pay an equal prorata share of such special assessment, the schedule for payment of which shall be set forth in the resolution authorizing such special assessment.

Section 6. Obligation of Declarant for Assessments. Notwithstanding anything to the contrary contained herein, it is expressly understood that the Declarant shall have the option to either (a) pay to the Association, on a monthly or quarterly basis, any and all amounts assessed to the Declarant as the Owner of any Lots in accordance with Section 5 of this Article IV, or (b) pay to the Association, on a quarterly basis, the difference between the actual Operating Expenses for the immediately preceding quarter and the regular assessments collectible from all Owners other than the Declarant, whichever amount is less. However, the Declarant shall not be subject to a special assessment as the Owner of any Lot without first having approved such special assessment in writing.

Section 7. Date of Commencement of Regular Assessments; Due Dates. The regular assessments shall commence on the first day of the first month following the date of recording of this Declaration of Covenants, Conditions and Restrictions in the Public Records of Hillsborough County, Florida. Thereafter, regular assessments shall be due and payable quarterly on the first day of every January, April, July and October. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the regular and special assessments levied against a specific Lot have been paid. The Association may delegate to and contract with an independent company for collection of the regular and special assessments of the Association. Finally, the initial purchaser of any Lot with a house constructed thereon shall pay to the Association, as part of the closing of the purchase and sale of such Lot, an amount equal to one (1) quarterly installment of the annual regular assessment as determined from time to time together with its pro rata share of the regular assessments due for the quarter in which the closing shall occur.

Section 8. Subordination of the Lien for Assessments to Mortgages. The lien of the Association for regular and special assessments as provided for herein shall be subordinate to the lien of any Institutional First Mortgage encumbering a Lot which is intended to finance the purchase of the Lot or its refinance or to secure a loan where the primary security for the same is the Lot involved. Should any Institutional First Mortgagee foreclose its mortgage encumbering a Lot or obtain title to the Lot by deed in lieu of foreclosure, said Mortgagee shall not be liable for any regular or special assessments made by the Association against said Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title to the Lot by the Mortgagee. Such unpaid prior assessments shall be deemed to be included in the Operating Expenses collectable from all Owners, including the Mortgagee, its successors, assigns and

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persons acquiring title from it. Following acquisition of title to the Lot, such Mortgagee, and its successors, assigns and persons acquiring title to the Lot from it, shall pay a prorata share of the regular and special assessments as provided for herein. The sale or transfer of any Lot, including but not limited to any sale or transfer pursuant or subsequent to a foreclosure or proceeding in lieu thereof, or by deed in lieu of foreclosure, shall not extinguish the personal obligation for payment of regular and special assessments of the Owner of record on the date such regular or special assessments became due and payable.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.

Regular assessments shall be due and payable quarterly in advance upon the first day of every third month of each year, or as otherwise designated by the Board of Directors, whether or not a bill for such assessments has been delivered or sent to the Owner. Any regular or special assessment not paid within fifteen (15) days after the due date thereof shall bear interest from the due date until the date paid in full at the highest rate of interest allowed by law. The Association may, at its election, have and exercise any and all of the following remedies, to the extent allowed by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

- A. To charge interest on such assessment from the date it becomes due until paid in full at the highest rate allowed by law, as well as to impose a late charge of Twenty-five Dollars (\$25.00) for each month of delinquency to defray additional collection and administrative costs.
- B. To accelerate the entire amount of any regular or special assessment for the remainder of the assessment year, notwithstanding any provisions for the payment thereof in installments.
- C. To advance on behalf of any Owner in default the funds required to accomplish the needs of the Association, up to and including the full amount for which the Owner is liable to the Association. The amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorney's fees, shall thereupon be a special assessment collectable from the defaulting Owner by the Association and such advance by the Association shall not waive the default.
- D. To file an action to foreclose its lien at any time after the effective date of such lien. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage of real property.
- E. To forward the delinquent account to a collection agency, in which event the Owner shall also be liable for all costs and charges imposed by the collection agency.
- F. To file an action against the Owner to collect the assessments, plus interest, late charges, costs of collection and reasonable attorney's fees, without waiving any lien rights or rights of foreclosure which the Association may have.

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Section 10. Budget. The Association shall assess its Members a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors, provided, however, the initial regular assessment for each Member and the initial budget for the Association shall be prepared by the Declarant as an estimate of the actual costs for the operation of the Association in accordance with the terms of this Declaration for the first twelve (12) calendar months commencing on the date this Declaration is recorded in the Public Records of Hillsborough County, Florida. The initial regular assessment for each Member shall be assessed at \$175.00 per Lot per quarter. The annual budgets and the regular assessments shall be subject to following provisions:

A. The sum determined by the Declarant for the first year as an estimate of the actual cost for the operation of the Association shall be subject to readjustment as set forth herein.

B. In the event the regular or special assessments are insufficient to meet the obligations of the Association, then the Board of Directors shall readjust the total amount due from each Member. The Members shall receive written notice of said increase in the regular or special assessments not less than forty-five (45) days before the increase becomes effective.

C. In the event that at the end of any budget year the Association has expended less than the total amount received from the Members, excepting only any reserve funds, the Association shall continue to hold such sums for the use and benefit of the Association and the Members, subject to applicable tax laws, and such excess shall be taken into account in determining the annual budget and regular assessment for the next budget year.

D. In the event that it appears the Association is or will be operating at a deficit, the Board of Directors shall authorize a special assessment sufficient to eliminate the deficit and shall take such deficit into account in calculating the annual budget and regular assessments for the next budget year.

ARTICLE V.

Development

Notwithstanding anything to the contrary contained herein, until the Declarant completes the development, construction and sale of all Lots to be constructed within the Development, the Declarant, its employees, contractors, subcontractors, materialmen, laborers, suppliers and agents shall have the following rights with regard to the Development, in addition to those more particularly set forth herein or allowed by law:

Section 1. Use of Unsold Lots. Use, occupy and demonstrate all portions of unsold Lots for the purpose of promoting and aiding the development, construction, sale or rental of Lots.

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Section 2. Promotion. Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed, verbal, audio and visual promotional materials in and about the unsold Lots.

Section 3. Structures. Construct and maintain on any part or parts of the Development owned or controlled by the Declarant, any and all such structures as may be reasonably necessary for the completion of the construction, development and sale of Lots, the establishment of the residential community contemplated by the Declarant, and the disposition of Lots by sale, lease or otherwise.

Section 4. Actions by Association. During any period which the Declarant owns or holds any Lots for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through its Board of Directors or the Members, without the prior written approval of the Declarant:

- A. Assessment of the Declarant as a Lot Owner for capital improvements, or
- B. An amendment to any provision of this Declaration regarding the rights or obligations of the Declarant.

An increase in regular assessments without discrimination against the Declarant shall not be deemed detrimental to the sale of Lots for the purposes of this Article.

ARTICLE VI.

Maintenance by Association

The Association shall operate and maintain all common property within the Development, specifically including the internal roadways (including Bonterra Boulevard, Bon Vie Place and Ronja Lane), the surface water management system as permitted by the Southwest Florida Water Management District (including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances), the retention areas serving the Development (to the extent not maintained by Hillsborough County), the entrance area and other common areas located within the Development, the wall, sidewalk and associated landscaping to be located along Miller Road and the street lights located within the Development (to the extent not maintained by Hillsborough County or the utility company) which maintenance shall include, but not be limited to, mowing and weed control. The cost of such maintenance shall be an Operating Expense shared on an equal pro rata basis by all Owners, and shall be a part of the regular monthly assessment. Notwithstanding the foregoing, each Owner shall be responsible for maintenance and care of any driveways, fences, walls, lights, sod, grass, landscaping, plants, flowers or shrubbery located upon the Owner's Lot.

ARTICLE VII.

Maintenance, Repair and Replacement by Owners

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Section 1. Interior and Exterior of Lot. Each Owner shall, at the Owner's sole cost and expense, maintain, repair, replace and repaint the interior and exterior of any residential structure constructed on the Lot as and when necessary to keep the Lot in a condition comparable to its condition at the time of its initial construction, excepting only normal wear and tear. The Owner shall be responsible for the maintenance of all sodded, grassed and landscaped areas of the Lot, which shall include, without limitation, mowing, weed control, trimming and edging. No gravel front yards shall be allowed. If a Lot is not developed, or if the residence constructed upon a Lot is unoccupied or vacant for extended periods of time such as during long vacations or extended travel on the part of the Owner, it is the responsibility of the Owner to ensure compliance with the provisions of this Section during the Owner's absence.

Section 2. Owner's Obligation to Rebuild. If all or any portion of any improvement located upon a Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such improvement in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within twelve (12) months after commencement of construction, unless prevented by causes beyond the control of the Owner.

Section 3. Failure to Maintain. In the event any Owner fails to maintain the Lot and improvements thereon as provided above, the Board of Directors shall, upon thirty (30) days prior written notice specifying the deficiencies and upon the approval of two-thirds (2/3rds) of the members of the Board, have the right, but not the obligation, through its employees, agents or contractors, to enter upon the Lot to correct said deficiencies. Any such entry upon a Lot for such purposes shall not constitute a trespass or unlawful entry. All costs incurred by the Association in remedying or curing such deficiencies shall be added to and become a part of the regular assessment attributable to such Lot.

ARTICLE VIII.

Use Restrictions

Section 1. The property which is subject to this Declaration shall be occupied and used only as follows:

A. The Development and each Lot shall be used only for residential purposes and for the construction of detached single family residences. All residential dwellings constructed within the Development must contain a minimum living area of 1,800 square feet (for the purposes hereof, the living area shall be deemed to be all air conditioned space located within a residential dwelling), and contain a minimum of a two car garage attached to said residence. No business or commercial enterprise of any nature whatsoever shall be conducted or allowed in or upon any Lot (provided, however, that nothing contained herein shall be deemed to prevent anyone from operating a "home office" at any home within the Development in accordance with applicable zoning laws and other applicable rules and regulations). Notwithstanding the foregoing, entire residences constructed upon Lots may be leased without the approval of the Association.

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B. No Owner or resident shall be permitted to maintain a boarding house within the Development.

C. There shall be a maximum of ninety (90) Lots within the Development and no Lot located shall be further subdivided, nor shall the boundaries between Lots be moved or modified.

D. No business or activity of any kind which is obnoxious, illegal or offensive shall be conducted within the Development or any Lot. No Owner shall cause or permit any unreasonable or obnoxious noises or odors.

E. All basketball backboards and any other fixed game or play structures, including, but not limited to tree houses or similar platforms, shall be located at the rear of the residential dwelling constructed on a Lot, within building set back lines.

F. No permanent outdoor clothes hanging or drying devices of any nature shall be permitted. Portable rotary type or reel type clothes drying devices will be permitted in the rear yard only. On corner Lots, such portable drying devices shall not be placed within twenty-five feet (25') of the side street line. All such permitted drying devices shall be stored out of sight when not in use.

G. No sign of any kind shall be displayed to public view on or within the Development without the prior written consent of the Board of Directors, except lawn signs of not more than six (6) square feet in size advertising a Lot for sale, permit signs or sales signs erected by the builders. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their intended use. All signs shall be professionally made.

H. Nothing shall be done or kept in or on any part of the Development which would increase the rate of insurance relating to any portion thereof without the prior written consent of the Board of Directors, and no Owner shall permit anything to be done or kept on or in any Lot which would result in the cancellation of insurance on any Lot or which would be in violation of any law or regulation.

I. No animals, livestock or poultry of any kind shall be raised, bred or kept in the Development; however, dogs, cats and other customarily kept domesticated house pets may be kept in the residential dwellings constructed in the Development subject to such rules and regulations as may be adopted by the Board of Directors from time to time so long as they are not kept, bred or maintained for commercial or business purposes. No person owning or in custody of any household pet shall allow such pet to stray or go upon another Lot without the consent of the Owner of such other Lot. All animals shall be on a leash when outside of the residential dwellings.

J. Fences may be constructed upon a Lot at the sole cost and expense of the Lot Owner; provided, however, (1) any Lot Owner must obtain the prior written approval from the Declarant, prior to the Turnover Date, and the Design Review Committee at any time thereafter before commencing construction of a fence; (2) all fences shall be constructed and installed in accordance with all applicable zoning and building laws and

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ordinances; (3) the types of fence to be allowed to be constructed by lot owners within the Development, the height of such fences and the color of such fences shall be determined by the Declarant prior to the Turnover Date and by the Design Review Committee at any time thereafter; (4) fences shall not be constructed or installed so as to extend closer to the front boundary of the Lot than the residential dwelling constructed thereon or either of the adjacent residential dwellings; (5) fences shall not be constructed or installed in such a manner that any portion thereof encroaches on any adjacent Lot; (6) no fences may be constructed along any property line common to an undeveloped Lot until after the construction of a residential dwelling on said undeveloped Lot; (7) no fences may be constructed anywhere on lake front Lots located within the Development; and (8) fences shall be maintained, repaired, and replaced as and when necessary to keep the fence in a condition comparable to its condition at the time of its initial construction and installation, excepting only normal wear and tear.

K. No rubbish, trash, garbage or other waste material shall be kept, dumped or permitted on any portion of the Development except those specifically designated for placement of trash, garbage and other waste pending pickup, except during construction. In any event, all rubbish, trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, all containers shall be kept out of sight from the street or any other Lot. No burning of trash or other materials shall be permitted.

L. Except for Declarant and assigns, no outbuilding, basement, tent, shack, garage, shed, trailer, barn or temporary structure of any kind shall be permitted upon any property which is subject hereto, either temporarily or permanently, except by the Declarant during construction of residential dwellings and other improvements within the Development; provided, however, one (1) utility shed complying with all applicable zoning and building laws and ordinances may be constructed and maintained on each Lot between the residential dwelling constructed thereon and the rear boundary of the Lot. Any such utility building shall be used solely for the storage of personal items, shall not be used for residential purposes, and shall be maintained, repaired and replaced as and when necessary to keep the utility building in a condition comparable to its condition at the time of its initial construction and installation, excepting only normal wear and tear. All utility sheds must be screened from view. No occupancy or residence shall be permitted within any Lot or any improvement constructed within the Development until such time as a Certificate of Occupancy for such Lot or improvement has been issued by the appropriate governmental agency.

M. No individual well for potable water shall be permitted on any property which is subject to this Declaration. No septic tank or cesspools shall be permitted within the Development. Each residential dwelling constructed within the Development must be connected to the existing water and sewer systems presently operating within the Development. The requirements of this paragraph shall be enforced so long as the water and sewer systems presently operating within the Development are operating satisfactorily to all governmental agencies having jurisdiction, and are available for use.

N. No outside transmitting or receiving antenna, satellite dish exceeding twenty-four inches (24") in diameter, or aerial of any type shall be erected or installed upon any

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portion of the Development or any Lot, provided, however, that antennas or aerials which are installed in such a manner as to be completely concealed from public view shall be permitted. No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Development. All antennas will require the approval of the Development Review Committee.

O. No window or wall mounted air conditioning unit shall be permitted in or on any Lot.

P. No trees shall be removed from any Lot after initial construction of the residential dwelling unit thereon has been completed unless the tree has died, and, in any event, the Owner of the Lot shall in all circumstances comply with applicable governmental regulations in pruning, removing and replacing trees located on the Lot. Notwithstanding the foregoing, Declarant, its successors and/or assigns hereby reserve the right to remove trees, as may be required in its sole discretion. Any dead tree which has been removed must be replaced by the Owner of the Lot on which it was located at the Owner's expense.

Q. All mailboxes must be of a type and color approved by the Declarant or, after the Turnover Date, all mailboxes must be of a type and color approved by the Association or any Design Review Committee formed by the Association.

R. All roofing, paint and stain colors used on the outside of residential dwelling units, and utility sheds shall be constructed in accordance with this Declaration and shall be approved by the Design Review Committee. Roofing materials must be of a type and color approved by the Declarant or, after the Turnover Date, all roofing materials must be of a type and color approved by the Association.

S. All driveways and walks must be concrete, unless otherwise approved by the Design Review Committee.

T. There shall be no mining, quarrying or drilling for oil or other minerals undertaken within any portion of the Development.

U. Above ground swimming pools are prohibited. No swimming pool shall be constructed in the front yard of any Lot. The Owner shall comply with all applicable governmental regulations in the installation, maintenance and operation of any swimming pool constructed upon the Owner's Lot, specifically including, without limitation, construction and maintenance of fencing around the pool, which fencing shall also comply with the requirements of this Declaration.

V. No above-ground propane tanks, gas tanks or other similar tanks may be located within any of the Lot.

W. The exterior architectural design of any improvement constructed upon a Lot, including, without limitation, roof lines, color of roofing, exterior trim, windows, doors, gates, fences and privacy court walls shall not be changed without the prior written

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approval of the Design Review Committee of the Association (if the Association shall appoint a Design Review Committee pursuant to the terms of the Bylaws).

X. The Southwest Florida Water Management District (the "District") has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities

Y. If the Association ceases to exist, all of the owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system facility in accordance with the requirements of the environmental resource permit applicable to the Development, unless and until an alternate entity assumes responsibility therefor in accordance with the rules and regulations of the District.

Z. If the Development is required to perform on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association must allocate sufficient funds in its budget each year for such monitoring and maintenance of the wetland litigation areas until the District determines that the area is successful in accordance with the requirements of the environmental resources permit applicable thereto.

Section 2. The Board of Directors shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners and other residents of the Development and to prevent such nuisances as shall arise from time to time as relates to the use of the Lots. Any such rules and regulations shall be enacted in accordance with the provisions of the Articles and Bylaws of the Association and shall not be contrary to the provisions contained in this Declaration, as duly amended from time to time.

ARTICLE IX.

Parking Restrictions

Section 1. No Owner, resident or guest shall park, store, or keep any commercial truck, camper, commercial van, boat, mobile home, recreational vehicle, trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any uncovered parking driveway or on any portion of the Development. In no event shall any truck larger than a three-quarter (3/4th) ton non-commercial pick-up truck or standard passenger size van be parked, stored or kept in any parking garage or driveway incident thereto or on any portion of the Development, and without limiting the foregoing, all commercial trucks, pickup trucks, vans and other commercial vehicles owned by an Owner, resident or guest shall be parked in an enclosed garage.

Section 2. No Owner, resident or guest shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle on any portion of the Development except for emergency repair, and then only to the extent necessary to enable movement thereof to a proper repair facility. Minor maintenance of a private passenger vehicle shall be allowed in the Owner's garage or driveway provided that such vehicle does not remain inoperable for more than forty-eight (48) hours. No Owner or resident shall park a vehicle in a garage or on a driveway in such

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a manner that the vehicle extends into the street or into another Lot. No vehicles shall be parked in any portion of the Development except in garages and driveways incident to a Lot. No vehicle shall be parked upon the grassed or sodded areas of any Lot.

ARTICLE X.

General Provisions

Section 1. Enforcement. The Association, the Declarant and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any of the foregoing persons to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation, including but not limited to any appeal thereof, shall be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees.

Section 2. Severability. Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. The provisions of this Declaration shall constitute covenants running with and binding the land for an initial term of twenty (20) years from the date that this Declaration is recorded in the Public Records of Hillsborough County, Florida, and shall be automatically renewed for successive twenty (20) year terms at the expiration of said initial term unless terminated by a document duly recorded in the Public Records of Hillsborough County, Florida and consented to by all Owners, including the Declarant if they own any Lots, and all Institutional First Mortgages holding mortgages on any portion of the Development.

Section 4. Captions, Headings and Titles. Article and Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions of this Declaration.

Section 5. Amendments.

A. The power to modify or amend this Declaration may be exercised by the Board of Directors and the Members of the Association if notice of the proposed change is given in the notice of the meetings of the Board of Directors and the Members at which the vote upon the proposed amendment is to be taken. An amendment may be proposed either by the Board of Directors or by not fewer than twenty percent (20%) of the Members. Unless otherwise provided herein, the resolution adopting a proposed amendment must bear the approval of not fewer than three-fourths (3/4ths) of each Class of Members.

B. An amendment, other than amendments made by Declarant, shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed by the proper officers of the Association in the form required for the execution of a deed. Amendments by Declarant must be evidenced in

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writing, but a certificate of the Association is not required. Any amendment shall be effective when properly recorded in the Public Records of Hillsborough County, Florida.

C. If it appears that through a scrivener's error any word has been misspelled; or any reference to any document or the Florida Statutes or any portion thereof is incorrect; or some error or omission has been made; or a Lot does not bear an appropriate share of the Operating Expenses; or the sum total of shares of the Operating Expenses or ownership of the common surplus fails to equal one hundred percent (100%), the error may be corrected by filing an amendment to this Declaration approved by the Board of Directors or by a majority of each Class of Members.

D. Except as expressly provided to the contrary herein or by law, the Declarant shall have the right and irrevocable power to amend this Declaration as it deems necessary or desirable from time to time, including without limitation in order (a) to identify, locate, and indicate the dimensions of any Lots for the purpose of providing surveyor certificates of completion for such Lots as may be required by law; (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make this Declaration comply with the requirements of any statutory provisions or any state or federal laws, rules or regulations; or (d) to gain the Declaration's acceptance or approval by any Institutional Mortgagee or insurer. Any such amendment shall be executed by Declarant, and the joinder or further consent of the Association, individual Lot Owners or holders of recorded liens or other interests therein, including Institutional Mortgagees, shall not be required.

E. So long as the Declarant holds Lots for sale in the ordinary course of business, this Declaration shall not be amended in any manner whatsoever which would be detrimental to the sale of Lots by the Declarant, except with the prior written consent of the Declarant.

F. No amendment of the Declaration shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against one or more Lots.

G. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association shall affect the surface water management system, including the water management portions of the common areas, without the prior written approval of the Southwest Florida Water Management District.

[Signature Page Follows]

THIS IS NOT A
[SIGNATURE PAGE TO BONTERRA DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS]
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IN WITNESS WHEREOF, the Declarant has executed these presents this 8th day
of August, 2003.

Signed, sealed and delivered
in the presence of:

SCHMID MILLER, INC., a Florida corporation

Allison Reed
Name: Allison Reed
(Print or Type Name)

By: [Signature]
Name: Robert C. Schmid
Title: President

[Signature]
Name: Jonathan P. Jernowicz
(Print or Type Name)

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

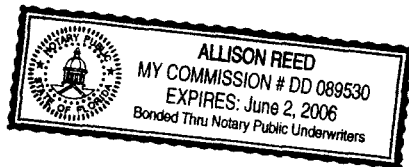
The foregoing instrument was acknowledged before me, a notary public authorized to take acknowledgments in the State and County set forth above, by Robert C. Schmid, as the duly authorized President of SCHMID MILLER, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification and acknowledged to and before me that said instrument was executed on behalf of the corporation for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and seal this 8th day of August, 2003.

Allison Reed
Notary Public

Allison Reed
(Print, Type or Stamp Name)

My Commission Expires:



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CERTIFIED COPY
JOINDER AND CONSENT BY ASSOCIATION
TO BONTERRA DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, BONTERRA HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration of Covenants, Conditions and Restrictions and all exhibits hereto.

IN WITNESS WHEREOF, BONTERRA HOMEOWNERS' ASSOCIATION, INC. has caused these presents to be executed on its behalf by its duly authorized officers on the 8th day of August, 2003.

Signed, sealed and delivered
in the presence of:

BONTERRA HOMEOWNERS'
ASSOCIATION, INC., a Florida not for profit
corporation

Allison Held
Name: Allison Held
(Print or Type Name)

By: Robert C. Schmid
Robert C. Schmid, President

Jonathan P. Jennewein
Name: Jonathan P. Jennewein
(Print or Type Name)

(Corporate Seal)

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STATE OF FLORIDA

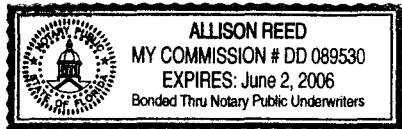
COUNTY OF HILLSBOROUGH

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The foregoing instrument was acknowledged before me, a notary public authorized to take acknowledgments in the State and County set forth above, by Robert C. Schmid, as the duly authorized President of BONERRA HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification and acknowledged to and before me that said instrument was executed on behalf of the corporation for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and seal this 8th day of August, 2003.

Allison Reed
Notary Public



Allison Reed
(Print, Type or Stamp Name)


My Commission Expires:

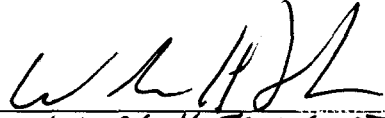
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JOINDER OF MORTGAGEE TO
BONTERRA DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS


FLORIDA BANK, N.A. (hereinafter referred to as the "Mortgagee"), the owner and holder of a Mortgage, Security Agreement, Financing Statement and Assignment of Rents encumbering the property more particularly described in Exhibit A attached hereto and made a part hereof by reference, which mortgage was filed of record the 2nd day of January, 2003, in O. R. Book 12240, commencing at Page 1330, Public Records of Hillsborough County, Florida. The Mortgagee is also the holder of that certain Mortgage and Security Agreement filed of record the 20th day of November, 2000, in O.R. Book, 10476, commencing at Page 545, and the Cross-Collateralization and Cross-Default Agreement filed of record the 20th day of November, 2000, in O.R. Book 10476, at Page 577, both of which also encumber the property. To the extent that it may be required to do so by law, Mortgagee hereby joins in and consents to the recording of the foregoing BONTERRA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and agrees that its rights under the aforesaid loan documents will be subject, junior, inferior and subordinate to the terms, covenants, easements and restrictions set forth on the foregoing Declaration.

Signed, sealed and delivered
in the presence of:

FLORIDA BANK, N.A.


Name: Bethany D. Flores
(Print or Type Name)

By: 
Name: WADE H. FAIRCLOTH
Title: SVP.



Name: Maurya N. Cuevas
(Print or Type Name)

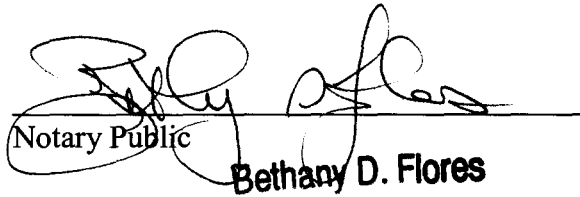
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COUNTY OF HILLSBOROUGH
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The foregoing instrument was acknowledged before me, a notary public authorized to take acknowledgments in the State and County set forth above, by Wade H. Feinberg as the duly authorized SVP of FLORIDA BANK, N.A., who is personally known to me or who has produced _____ as identification and acknowledged to and before me that said instrument was executed for the purposes therein expressed.


IN TESTIMONY WHEREOF, I have hereunto affixed my hand and seal this 8 day of August, 2003.

 Bethany Dian Flores
Commission CC893348
Expires January 02, 2004


Notary Public
Bethany D. Flores

(Print, Type or Stamp Name)

My Commission Expires:

 Bethany Dian Flores
My Commission CC893348
Expires January 02, 2004

THIS IS NOT A
EXHIBIT "A" TO ESTATES OF BONTERRA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CERTIFIED COPY

Lots 1 through 90, Plat of BONTERRA, as recorded in Plat Book 95, at Page 99, of the Public Records of Hillsborough County, Florida.