

EXHIBIT "B"

DECLARATION OF PROTECTIVE LAND USE STANDARDS

CHEVAL WEST

W I T N E S S E T H:

WHEREAS, the Declarant (hereinafter defined) is the owner of the real property located in Hillsborough County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof and described as "Cheval West"; and

WHEREAS, the Declarant wishes to subject the Cheval West Properties (hereinafter defined) to the effect of certain covenants, conditions and restrictions ("Covenants") set forth in this document, which Covenants are intended to impose upon the Cheval West Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within the Cheval West Properties.

NOW, THEREFORE, the Declarant does hereby subject the real property described in Exhibit "A", and any additional property as may be by Supplementary Declaration (hereinafter defined) be added to and subjected to this Declaration of Protective Land Use Standards ("Covenants"), to the effect and operation of the Covenants. The Covenants are for the purpose of protecting the value and desirability of, and shall run with the Cheval West Properties. The Covenants shall be binding on all parties having any right, title or interest in the Cheval West Properties, their heirs, successors, successors in title and assigns.

A. DECLARATION.

Unless the context otherwise requires, all terms and conditions used herein shall have the same meaning as those set forth in that certain Modified and Restated Declaration of Covenants, Conditions and Restrictions for Cheval West Community Association, Inc., to which these Covenants are attached (the "Declaration").

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

B. ENCUMBRANCE. The Cheval West Properties shall only be held, conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

C. USE RESTRICTIONS. The covenants, restrictions, conditions, reservations, liens and charges set forth herein are hereby declared to insure the best use and the most appropriate development and improvement of each Estate Lot, Lot, Condominium Property, Condominium Unit, Parcel or Club Facility thereof; to protect the Owners against such improper use of surrounding Estate Lots, Lots, Condominium Properties, Condominium Units, Parcels or Club Facilities as might depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Cheval West Properties; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and use of the Estate Lots, Lots, Condominium Properties, Condominium Units, Parcels or Club Facilities; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on Estate Lots, Lots, Condominium Properties, Condominium Units, Parcels, or Club Facilities including the elevations thereof; to prevent haphazard and inharmonious improvement of Estate Lots, Lots, Condominium Properties, Condominium Units, Parcels or Club Facilities; to secure and maintain proper setbacks from streets and waterways, and adequate free spaces between structures; and in general to provide adequately for the erection and maintenance of high type and quality of improvement in and thereby to enhance the value of investment made by purchasers therein.

1. Notwithstanding anything contained within these Covenants to the contrary, it shall be prohibited for any Owner to undertake (i) any construction, which term shall include, in addition to the actual erection of a dwelling and its appurtenances, any staking, clearing, excavation, grading or other site work, (ii) any landscaping, plantings or removal of plants, trees or shrubs, or (iii) any modification, change or alteration of a Parcel, Estate Lot, Lot, Condominium Property, Condominium Unit, or Club Facility or dwelling thereof, whether functional or decorative, unless and until the value, type and size thereof, material to be used in construction, exterior color scheme, exterior lighting plans, specifications and details thereof, and lot plans showing the proposed location of the dwelling, garage, and drive-ways upon the Estate Lot, Lot or Condominium Property and final Estate Lot, Lot, Condominium Property grades and Estate Lot, Lot or Condominium Property landscaping plans, shall have been approved in writing by the Architectural Review Committee, and copies of said plans, specifications and details shall have been lodged permanently with said Architectural Review Committee. Considering that there are and will continue to be innovations in building materials, upon application, the Architectural Review Committee may approve other materials coming on the market which in its sole discretion provide similar high quality aesthetic appeal and long-term value both in

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

utility and appearance. Unless other guidelines are promulgated by the Architectural Review Committee, plans submitted to the Architectural Review Committee shall have a scale of not less than 1 inch for every 30 feet and elevations shall be on a scale of not less than 1/4 inch for each foot. Floor plans and architectural plans shall have a scale of not less than 1/4 inch for each foot. The term "improvements" as used herein is intended to mean the improvements of every kind and character which shall be placed upon a Estate Lot, Lot, Condominium Property, Parcel or Club Facility. Plans may be disapproved for any reason including purely aesthetic reasons.

2. The Declarant expressly reserves unto the Architectural Review Committee, the sole and exclusive right to approve grades and slopes on all Estate Lots, Lots, Condominium Property, Parcels, or Club Facilities and to approve the grade at which any dwelling shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof.

3. Except with the express written approval of the Architectural Review Committee, which shall be granted only in unusual circumstances, no structure shall be erected or placed on any Estate Lot, Lot or Condominium Property which does not have a garage under the dwelling, or a closed garage attached to the dwelling or connected by a breezeway or other permanent structure. The Architectural Review Committee shall have the sole discretion to determine acceptable structure and design of the garage and any connecting structure. Garage doors and the doors of any other storage room or the dwelling shall be maintained in a closed position whenever possible.

4. The exterior (including but not limited to design and color) of all structures and improvements, including garages, shall be completed in accordance with plans and specifications approved by the Architectural Review Committee within a period of one (1) year from the commencement of construction thereof. Unless otherwise agreed upon by the Architectural Review Committee, if construction is not commenced within six (6) months of the approval of the plans and specifications, the same must be resubmitted for approval in accordance with Paragraph 1 hereof, and shall be subject to complete reconsideration by the Architectural Review Committee.

5. Trees may be removed from an Estate Lot, Lot, Condominium Property, Parcel or Club Facility where reasonably necessary for the construction of driveways, paths, utility lines and structures, but in order to preserve the scenic beauty of the land hereby conveyed, except for such designated purposes, no tree larger than eight (8) inches in diameter (measured two feet above the ground) or more than twenty (20) feet in height shall be removed from such land or destroyed without the written approval of the Architectural Review Committee, said permission not being required for removal of dead trees or deadfalls.

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

6. a. No Estate Lot or Lot shall be subdivided into smaller Estate Lots or Lots and, except for any transfer or dedication to any municipality, public utility, or any other public body, no portion of any such Estate Lot or Lot (other than the entire Estate Lot) shall be transferred or conveyed, nor shall any portion of a Estate Lot, Lot, Condominium Unit, or dwelling other than the entire Estate Lot, Lot, Condominium Unit, or dwelling be leased or rented. Any lease agreement between an Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of these Covenants, and the Articles of Incorporation, Bylaws and rules and regulations of the Cheval West Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Without the prior written consent of the Cheval West Association, all such leases shall be in writing and shall be for a term of not less than ninety (90) days. The Cheval West Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of these Covenants, Bylaws or rules or regulations of the Cheval West Association, or of any other document or instrument governing the dwellings and/or the Cheval West Properties and any lease agreement for an Estate Lot, Lot, Condominium Unit or dwelling shall so provide. The Owner(s) of a leased Estate Lot, Lot, Condominium Unit, Parcel, Club Facility and/or dwelling shall be jointly and severally liable with his tenant(s) to pay for any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Cheval West Association, whether before or after such lease was entered into.

b. Any Owner having fee title to one or more contiguous Estate Lots or Lots may elect to keep such lots separate or may consolidate them. Contiguous Estate Lots or Lots may be consolidated provided that the Owner of said lots has declared by a written, recorded instrument that said Owner agrees that for himself, his assigns, heirs and successors in title to said lots, they shall be forever united and never be sold or otherwise transferred except as a consolidated lot, nor used so that more than one residence shall be constructed on the consolidated lots. If such lots are consolidated as provided herein, they shall continue to be individually assessed by the Cheval West Association as provided in the Declaration, and such Owner shall have the number of votes as provided in Article III, Section 2 of the Declaration.

7. Estate Lots, Lots, and Condominium Properties, shall be used for residential purposes only, and no offensive trade or activity shall be carried on upon any Estate Lot, Lot, Condominium Unit, Condominium Property, Parcel or Club Facility, nor shall anything be done thereon which may be or become an annoyance or nuisance. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Estate Lot, Lot,

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

Condominium Property, Parcel or Club Facility. The use of any portion of an Estate Lot, Lot, or Condominium Property or any part of any structure thereon as an office for the conduct of any professional business or political purpose shall be in general deemed offensive and therefore prohibited unless expressly permitted by written consent of the Architectural Review Committee.

8. Bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, bird houses, rock gardens and similar types of accessories and lawn ornaments are prohibited unless specifically approved by the Architectural Review Committee. No tent, trailer or temporary structure of any kind, may be erected or placed on or moved to any Estate Lot, Lot, Condominium Property, Parcel or Club Facility, without written approval of the Architectural Review Committee. Notwithstanding the provisions of this paragraph 8, the temporary placement, from time to time, of a Portable On Demand Storage unit or similar storage unit ("PODS unit") on an Estate Lot, Lot, Condominium Property, Parcel or Club Facility shall be allowed with the prior written approval of the Architectural Review Committee and provided such PODS unit shall not remain on the property after dusk, and no more than two (2) times in any thirty (30) day period. Lawn and exterior lighting and decorations will be allowed for holiday celebrations, but only during the recognized holiday season as determined by the Architectural Review Committee from time to time. All holiday decorations must be unobtrusive, tasteful and not create an annoyance or nuisance to the neighborhood.

9. No sign, poster, billboard, or advertisement, including, but not limited to "for sale" or "for rent" signs of every character whatsoever, shall be displayed or placed upon any portion of the Cheval West Properties, including right-of-ways and roads within or serving the Cheval West Properties, except signs used by Declarant, its agents, employees, successors and assigns. In addition, no signs, posters or advertisements shall be displayed on or within any vehicle which is parked in a driveway or otherwise visible from adjacent or neighboring property and the street. Without limiting the generality of the foregoing, this signage restriction shall be applicable to any public or private property which adjoins or is adjacent to the Cheval West Properties, it being the intent of the Declarant that no Owner shall permit directional or other signage in, around or with respect to the Cheval West Properties. This limitation shall in no event preclude the placing on a Estate Lot, Lot, Condominium Property or Condominium Unit, of a sign of normal form and size stating solely the name of the Owner and/or the address of the Estate Lot, Lot, Condominium Property or Condominium Unit. In addition, the Architectural Review Committee may permit limited signage by builders of homes within the Cheval West Properties and may also permit limited signage by others for such purposes as the Architectural Review Committee deems appropriate, provided such signage is approved in writing in advance. Without limiting the generality of the foregoing, the Architectural Review Committee shall have the authority, subject to the approval of the Board of Directors, to

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

provide for a centralized location within the Cheval West Properties for the listing of "homes for sale or resale."

10. Except with the express written approval of the Architectural Review Committee which shall be granted only in unusual circumstances, no garage or outbuilding erected on an Estate Lot, Lot, Condominium Property, Parcel or Club Facility shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

11. All exterior lighting must be approved by the Architectural Review Committee. No exterior lighting emanating from an Estate Lot, Lot, Condominium Unit, Condominium Property, Parcel or Club Facility shall be directed outside the boundaries of the Estate Lot, Lot, Condominium Unit, Condominium Property, Parcel or Club Facility without the prior written approval of the Architectural Review Committee.

12. a. No vehicles without current and valid registrations, inoperable vehicles, trucks (over $\frac{3}{4}$ ton capacity), trailers, campers, horse trailers, recreational vehicles, boats or any vehicles having commercial registrations or displaying commercial information, or similar equipment, shall be parked on any of the streets within or appurtenant to the Cheval West Properties, or stored or parked on any of the Estate Lots, Lots, Condominium Properties, Parcels or Club Facilities, by Owners, lessees or other occupants, unless stored or housed out of sight in an enclosed garage. Except for bona fide emergencies, no repair or extraordinary maintenance of automobiles or other vehicles shall be carried out on any Estate Lot, Lot, Condominium Property, Parcel, Club Facility or the streets within or appurtenant to the Cheval West Properties, except out of sight in an enclosed garage.

b. Parking of all vehicles, including private passenger vehicles owned, leased or otherwise in the control of a Cheval West resident, in a garage at all times is preferred and encouraged within the Cheval West Properties. Notwithstanding such preference, residents shall have the right to park private passenger vehicles in that portion of their driveway located between the sidewalk appurtenant to their property and their residence, provided that the number of such vehicles shall not exceed the number of stalls or bays contained within the garage located on such resident's property. Under no circumstances shall vehicles be parked on or over the sidewalk or that portion of a driveway which is located between the sidewalk and the street. The Architectural Review Committee shall have the right, upon written application by an Owner, to grant exemptions to this restriction, to allow parking in driveways of additional private passenger vehicles, if the Owner's garage does not contain sufficient stalls or bays for each vehicle owned or leased by each resident in the home who holds a valid driver's license.

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

c. Occasional parking of vehicles, in excess of the number allowed in the preceding paragraph, in the driveway of a residence, and occasional parking of vehicles on the street outside the residence, by guests or invitees, shall be allowed provided such parking does not create a safety hazard, nuisance or inconvenience for other residents. "Occasional" as used herein shall mean no more than three (3) consecutive days or a total of six (6) days in any one month.

d. All vehicles owned or leased to residents of the Cheval West Properties, must be properly registered with Cheval security. Vehicles registered with Cheval Security will be issued window passes and gate bar codes. Issuance of additional window passes and gate bar codes must be approved by the Board of Directors of the Association.

13. No projections of any type shall be placed on or maintained above the roof of a residence, with the exception of chimneys or vent stacks. All outside television or radio antennae or satellite dish installed, erected and maintained on any residence, building or property within the Cheval West Properties, shall be screened from view and be less than one (1) meter in diameter . If the Architectural Review Committee determines, after receipt of supporting documentation from the Owner, that: (a) it is not feasible for such Owner's antennae to be screened from view inasmuch as such requirement would (i) prohibit or impair the antenna from receiving an acceptable quality signal or (ii) require unreasonable expense or cost to the Owner, or (b) enforcement of such requirement is restricted or prohibited by local, state or federal statute, regulation, rule or other applicable law, the Architectural Review Committee shall waive the requirement that such antenna be screened from view. In making such determination the Architectural Review Committee is not limited to considering only the documentation submitted by such Owner. Nothing contained herein shall prohibit the Board from promulgating restrictions from time to time which restrict the placement, maintenance and use of antennae, based upon health or safety reasons. As used in this subsection and throughout these Covenants, unless otherwise indicated, the term "screened from view" shall mean the use of landscaping and/or a wall to restrict the visibility of a specific object or piece of equipment from the street. Screening from rear or side adjacent and neighboring property is encouraged.

14. The use of motorized lawn mowers, lawn tractors, grass trimmers, garden tillers and other motorized (including, but not limited to, electric and gasoline-powered engines) lawn and garden maintenance equipment shall be prohibited before 8:00 a.m. and after 6:00 p.m. on all days except Sunday and before 9:00 a.m. and after 6:00 p.m. on Sundays.

15. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

treatment shall be placed or maintained on any Parcel, Estate Lot, Lot, Condominium Property or Club Facility which would impede the ability of the Cheval West Association or the Cheval West CDD to perform its obligations as set forth in Article IV, Section 1, of the Declaration or which would be inharmonious with the aesthetics of the community of which it is a part. For the purposes of the immediately preceding sentence, wire lawn edging shall be deemed inharmonious; provided, however, that if the Architectural Review Committee, upon appropriate application, shall approve such treatment, it shall be permitted on a Estate Lot, Lot, Condominium Property, Club Facility or Parcel notwithstanding the provisions of this paragraph.

16. Except for the temporary use of hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Estate Lot, Lot, Condominium Property, Club Facility or Parcel above the surface of the ground, unless such installation is expressly approved by the Architectural Review Committee.

17. a. No non-portable play equipment, including, without limitation, metal, plastic or wooden swing, play or climbing sets or apparatus, hockey goals, volley ball nets and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling or otherwise installed or located on any Estate Lot, Lot, or Condominium Unit except if (i) screened from view, (ii) placed in such a manner as to not constitute a nuisance to adjoining Owners and (iii) approved in writing by the Architectural Review Committee. Portable play equipment as previously described may be used for adult or juvenile recreation in driveways or yards but must be moved to a screened from view location when not in immediate use. Portable play equipment, athletic equipment, toys, bicycles and similar equipment shall not be allowed to remain in view from the street or neighboring property after dusk.

b. Notwithstanding the provisions of paragraph 17a. above, other than fixed basketball backboards and hoops grand fathered in and deemed approved as provided in the paragraph 17c. below, only portable basketball backboards and hoops shall be permitted to be located on and used for adult or juvenile recreation in driveways or yards of Estate Lots, Lots, or Condominium Units, but shall not be allowed to remain in view from the street or neighboring property after dusk, and must be moved to a screened from view location when not in use.

c. Basketball backboards and hoops installed on an Estate Lot, Lot, or Condominium Unit prior to the effective date of these Covenants shall be deemed approved and considered to have "grand fathered" status, provided the Owner thereof obtains the written consent of the Owners of adjoining Estate Lots, Lots, or Condominium Units on both sides (or one side where there is only one

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

such adjoining Estate Lot, Lot, or Condominium Unit) of the Estate Lot, Lot, or Condominium Unit upon which the backboard and hoop is installed, and provides the Architectural Review Committee with written notice of the existence of such pre-existing basketball backboard and hoop, along with a copy of the consent of the adjoining Owners, on or before April 30, 2000. Any Owner failing to comply with these requirements for obtaining grand fathered status for an existing basketball backboard and hoop will be deemed in violation of these Covenants and subject to appropriate enforcement action by the Cheval West Association.

d. The right of an Owner to maintain a pre-existing basketball backboard and hoop for which grand fathered status is obtained in accordance with paragraph 17c. above shall terminate upon the earlier to occur of (i) the sale or conveyance of the Estate Lot, Lot, or Condominium Unit by the Owner obtaining such grand fathered status, or (ii) at such time as the Owner obtaining such grand fathered status has not continuously occupied the Estate Lot, Lot, or Condominium Unit as such Owner's primary residence for a period of six (6) consecutive months. Upon termination of the right to maintain the pre-existing basketball backboard and hoop, the Owner shall immediately remove the basketball backboard and hoop. Any Owner failing to remove the basketball backboard and hoop within three (3) days after termination of the right to maintain same, will be deemed in violation of these Covenants and subject to appropriate enforcement action by the Cheval West Association. Any Owner obtaining grand fathered status for a pre-existing basketball backboard and hoop in accordance with paragraph 17c. further acknowledges and agrees that the Cheval West Association shall have the right to record in the public records of Hillsborough County, Florida, a memorandum or declaration setting forth the rights and obligations of the Owner with respect to the basketball backboard and hoop for which grand fathered status has been obtained.

e. No more than one basketball backboard and hoop (either fixed, if permitted under Paragraph 17c., or portable) shall be installed or located on any Estate Lot, Lot, or Condominium Unit at any one time. Use of basketball backboards and hoops is not permitted after dusk. All basketball backboards and hoops must be properly maintained.

18. No structure, planting or other material shall be placed or permitted to remain upon any Estate Lot, Lot, Condominium Property, Parcel or Club Facility which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

19. Vegetable gardens shall not be permitted on any Estate Lot, Lot, Condominium Property, Parcel or Club Facility unless placed in the rear portion of such Estate Lot, Lot,

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

Condominium Property, Parcel or Club Facility in such a manner as to not constitute a nuisance to adjoining Owners.

20. No lawn furniture shall be maintained in the front or side yards of any Estate Lot, Lot, Condominium Property or Condominium Unit unless screened from view by landscaping or a wall approved by the Architectural Review Committee.

21. Bed sheets, plastic sheets, newspapers, foil, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Parcel, Estate Lot, Lot, Condominium Property, Condominium Unit, or Club Facility.

22. a. Use of lakes which are owned by the Cheval West CDD is limited to Owners of Estate Lots, Lots, Condominium Property or Condominium Units, abutting such lakes. Lakes owned by the Cheval West CDD which are located on or which can be accessed by way of Common Areas may be used by all Owners within the Cheval West Properties. Boats are prohibited on lakes owned by the Cheval West CDD. Docks and similar lake front structures or improvements are prohibited on lakes owned by the Cheval West CDD. A drawing depicting the location of all lakes and indicating those owned by the Cheval West CDD is attached hereto as **Exhibit "B"**.

b. Use of all other lakes within the Cheval West Properties is limited to Owners of Estate Lots, Lots, Condominium Property or Condominium Units, abutting such lakes. No boat over ten (10) feet in length shall be allowed on any such lake. Boat motors are prohibited, except for electric trolling motors. Boats shall be maintained in a manner to preclude unsightly or offensive appearance. Docks and similar lake front structures or improvements must be approved in writing by the Architectural Review Committee.

c. Owners shall not fill lakes (whether owned by the Cheval West CDD or otherwise) nor draw water from a lake nor place any solid material or liquid in a lake. This prohibition does not apply to natural or storm water drainage.

23. Storage tanks and receptacles (including but not limited to those used for storage of water, gasoline, oil, propane, natural gas, or any other liquid or gas) shall be installed underground unless an alternative installation is approved in writing by the Architectural Review Committee. The location of all ancillary and similar equipment (i.e. water treatment equipment, pumps, filters, air conditioning equipment, heaters, condensers) shall be approved by the Architectural Review Committee and must be screened from view. Nothing contained herein shall prohibit the use of

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

portable barbecue grills or cookers using portable propane gas tanks, provided such grills or cookers are moved inside or to a screened from view location when not in use.

24. Except as may be authorized by the Architectural Review Committee, no animals or poultry of any kind shall be raised, bred, or kept on the Cheval West Properties; provided however, no more than a total of three (3) normal house pets may be kept on a Estate Lot, Lot or Condominium Unit. Horses and ponies shall not be permitted on any Estate Lot, Lot, or Condominium Unit without the prior written consent of the Architectural Review Committee, which consent shall be granted or denied based upon the size and configuration of the Estate Lot, Lot, or Condominium Units in question as well as the feasibility of housing the horse or pony without detracting from other Estate Lots, Lots or Condominium Properties within the Cheval West Properties. All pets shall be kept on a leash whenever such pets are not on the Estate Lot, Lot, or Condominium Unit, of the pet's owner. The keeping of any animal or other pet shall be subject to rules and regulations adopted by the Architectural Review Committee, and shall be further subject to all state and local laws and ordinances. No pets or other animals shall be kept, bred, or maintained for any commercial purpose. Owners, tenants, guests and invitees will not walk pets on the property of other residents and will remove and properly dispose of their pet's solid body excretions from any property in Cheval West.

25. No fill, stumps, trash, grass clippings, or other refuse of any kind shall be allowed to accumulate on any Estate Lot, Lot, Condominium Property, Parcel or Club Facility.

26. Except for original construction authorized by Declarant or its designee, no fence or wall of any kind shall be erected, placed or maintained, or permitted to remain upon an Estate Lot, Lot, Condominium Property, Parcel or Club Facility unless and until the written consent of the Architectural Review Committee has been obtained.

27. Water wells are not permitted within the Cheval West Properties without the prior written approval of the Architectural Review Committee. Oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, or in, any of the Estate Lots, Lots, Condominium Properties, Parcels or Club Facilities nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any portion of the Cheval West Properties.

28. All trash, garbage, and refuse stored outside any dwelling shall be stored in covered receptacles and be regularly removed from the Estate Lots, Lots, Condominium Units, Condominium Properties, Parcels and Club Facilities and shall not be allowed to accumulate thereon. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

No burning of any trash shall be permitted on any Estate Lot, Lot, Condominium Unit, Condominium Properties, Parcel and Club Facilities. Clotheslines that are screened from view shall be allowed. All storage areas and machinery and equipment shall be prohibited upon any Estate Lot, Lot, Condominium Unit, Condominium Property, Parcel or Club Facility unless screened from view of adjoining Estate Lots, Lots, Condominium Units, Parcels and the Country Club (as hereinafter defined) and streets by an approved, appropriate screen. Nothing herein shall be deemed to apply to the storage by Declarant or his assignees of building materials during, and for use in, the construction of the improvements on the Estate Lots, Lots, Condominium Properties, Condominium Units, Parcels or Club Facilities.

29. No school or church of any kind shall be maintained or operated upon any portion of the Cheval West Properties.

30. All tennis courts must be approved by the Architectural Review Committee and must be carefully screened from dwellings located on adjacent Estate Lots, Lots and Condominium Properties. In general, no tennis courts will be permitted on Estate Lots or Lots smaller than one acre and no lighted tennis courts will be permitted on Estate Lots or Lots smaller than two acres unless bordering adjoining property which is public or community open space and there is no resulting annoyance to residents of other Estate Lots, Lots or Condominium Properties in the area.

31. All swimming pools shall be screened from view by a natural barrier, retaining wall, screened enclosure, fence or other structure and, in addition, shall be constructed or installed so as to obstruct unauthorized access. All swimming pools and enclosures, and the location of ancillary equipment with respect thereto, must be approved by the Architectural Review Committee. Only in-ground swimming pools may be approved; above-ground pools are prohibited.

32. a. Declarant hereby reserves for itself and its designees, blanket easements upon, across, over, and under the Cheval West Properties for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Cheval West Association or the Cheval West CDD.

b. In addition to the easements described above, there is hereby reserved for the installation and maintenance of utilities and drainage facilities a specific easement ten feet (10') in width extending along the rear of each Estate Lot, Lot or Condominium Property and an easement five feet (5') in width extending along the side yards of each Estate Lot, Lot or Condominium

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

Property. Lots which do not have side yards of five feet (5') or more shall not be subject to such side yard easements. All Owners shall cooperate with the installation of all utilities in and through the Cheval West Properties, and agree to promptly execute such documents as Declarant shall deem necessary to effectuate the easements established herein.

c. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Cheval West Properties, except as may be approved by the Declarant or Architectural Review Committee. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement on said Cheval West Properties without conflicting with the terms hereof. The easements provided for in this Section shall in no way adversely affect any other recorded easements on the Cheval West Properties.

d. A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Cheval West Properties. If an Estate Lot, Lot, Condominium Property, Parcel or Club Facility contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Cheval West Properties, then the Owner shall promptly, at his expense, repair any damage to such utilities caused by the Owner, his guests and invitees.

e. In addition to and concurrent with any other easements within the Cheval West Properties, there is hereby reserved a specific easement ten feet (10') in width extending along the boundary line of any Estate Lot, Lot, Condominium Property, Parcel or Club Facility appurtenant to any private or public street within the Cheval West Properties. Such easement shall be for the installation and maintenance of plantings and landscaping by the Declarant or the Cheval West Association and for sidewalks, if any.

33. The Declarant, its agents and employees, or its assigns, shall have an irrevocable right and an easement to enter the Estate Lots, Lots, Condominium Properties (including Condominium Units) Parcels or Club Facilities for the purposes of exercising the rights and fulfilling the obligations established by this Declaration of Protective Land Use Standards and any Supplementary Declarations recorded hereafter.

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

34. Street mailboxes shall be approved by the Architectural Review Committee and be of a type and construction consistent with the character of Cheval West and located and maintained to complement the neighborhood.

35. All Owners agree, by their purchase of their respective Estate Lot, Lot, Condominium Property (including Condominium Units) Parcel or Club Facility to abide by all rules and regulations promulgated by the Association from time to time.

36. None of the foregoing restrictions shall apply to Declarant. In addition, said provisions shall not apply to Declarant's successors and assigns but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

37. Notwithstanding anything contained in these Covenants to the contrary, it is hereby acknowledged and agreed that that portion of paragraph 7 of Section C of the Covenants restricting use of Estate Lots, Lots and Condominium Properties for residential purposes only is hereby waived with respect to the following described lots (the "**Recreational Lots**") for the purpose of allowing such Recreational Lots to be developed as a neighborhood park or recreational area:

Lots 5 and 6, Block 3, CHEVAL WEST VILLAGE THREE, according to the plat thereof recorded in Plat Book 70, Page 25, of the Public Records of Hillsborough County, Florida.

Further, the terms and provisions of paragraphs 17, 22 and 23 of Section C of the Covenants are hereby specifically waived with respect to the Recreational Lots. In the event that the Recreational Lots are not developed as a neighborhood park or recreational area, or such use is subsequently discontinued, the waiver contained herein shall be null and void and the Recreational Lots shall thereafter be subject to all of the terms, provisions and restrictions contained within paragraphs 7, 17, 22 and 23 of Section C of the Covenants.

D. COUNTRY CLUB GOLF FACILITY. With respect to the Country Club which is constructed on real property within the Cheval West Properties, the Owners shall be subject to the additional covenants that are set forth in this Paragraph D.

1. Country Club. No Owner shall have any right, by virtue of ownership of any Parcel, Estate Lot, Lot, Condominium Unit or Club Facility whether or not contiguous to the Country Club, of access, entry or other use of the Country Club, which is a private membership club. While Owners

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

shall have the right of quiet enjoyment to their property, there shall be no activity on any Parcels, Estate Lots, Lots, Condominium Properties, Condominium Units, or Club Facilities which are contiguous to the Country Club or any other portion of the Cheval West Properties located within a distance of one hundred feet (100') from the boundary of the Country Club that unreasonably disturbs play, or the enjoyment of the Country Club, by members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. Typical noises and activities associated with normal construction activities on Parcels, Estate Lots, Lots, Condominium Properties, Condominium Units or Club Facilities shall be permitted except during any PGA TOUR Tournament, as set forth below. With respect to Parcels, Estate Lots, Lots, Condominium Properties, Condominium Units or Club Facilities which are contiguous to the Country Club, there shall be no fencing around or abutting the boundary of the Country Club except for temporary fencing erected by the owners or operators of the Country Club during tournaments. With respect to Parcels, Estate Lots, Lots, Condominium Properties, Condominium Units or Club Facilities which are not contiguous to the Country Club, there shall be no fencing or other obstructions within a distance of ten feet (10') from the boundary of the Country Club without the prior written permission of the owner or operator of the Country Club and the Architectural Review Committee.

2. PGA TOUR Tournament. In addition to the restrictions set forth in Paragraph D, Section 1 above which shall pertain at all times, during any tournament sponsored by the PGA TOUR ("PGA TOUR Tournament") there shall be no unusual construction or other activity on any portion of the Cheval West Properties, whether or not contiguous to the Country Club, that, in the reasonable judgment of the owners or operators of the Country Club, disturbs play in, or conduct of, the PGA TOUR Tournament, including the enjoyment thereof by spectators. The Country Club owners or operators and their designees shall be entitled to restrict public rights-of-way and access to other public areas contiguous to or near the Country Club during the period of any PGA TOUR Tournament, provided, however, that Owners, their guests and invitees shall have ingress to and egress from their Parcels, Estate Lots, Lots, Condominium Properties, Condominium Units or Club Facilities. All Owners acknowledge that during the PGA TOUR Tournament, parking facilities for spectators and guests may be located off the premises of the Country Club, including within the Cheval West Properties, and traffic congestion may occur.

3. Construction Limits. With respect to portions of the Cheval West Properties which are contiguous to the Country Club:

(a) Reasonable efforts shall be made to screen locations of permanent construction material storage areas, chemical toilets, dumpsters and other unsightly items from the line of sight of the Country Club.

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

(b) All construction areas shall be kept in reasonably good order. All debris shall be placed in dumpsters which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground.

(c) Except for drainage required by governmental authorities, no permanent open trenches will be located adjacent to the Country Club. Any trenches required by government authorities shall be designed so as to minimize any adverse aesthetic impact on the Country Club and the Cheval West Properties.

4. Daily Construction Operations. During any PGA TOUR Tournament no exterior work will be allowed on any portion of the Cheval West Properties located within a distance of one hundred feet (100') from the boundary of the Country Club if such work, in the reasonable judgment of the owners or operators of the Country Club, would disturb play in, or conduct of, the PGA TOUR Tournament, including the enjoyment thereof by spectators. For purposes of illustration only, such prohibited construction work during any PGA TOUR Tournament shall include pile driving, hammering, jack-hammering, sawing (by means of a power or chain saw), and similar noisy activities.

5. Excavation. Any trenches located within a distance of ten feet (10') from the boundary of the Country Club must be closed overnight unless effectively barricaded, lighted and marked to indicate a hazardous condition.

6. Construction Vehicles and Parking. Construction parking will be restricted to the street side of any property contiguous to the Country Club (i.e., away from the common boundary with the Country Club).

7. Construction Access Across or Over Country Club. In order to prevent damage to the Country Club, at no time will access be allowed across or over the Country Club for storage or transportation of labor or materials or location of construction equipment other than in connection with construction easements approved in advance in writing by the owners or operators of the Country Club.

8. Noise. Radios, tape or record players, telephones, horns or bells shall not be operated in an unreasonably loud manner on any portion of the Cheval West Properties located within a distance of one hundred (100) feet from the boundary of the Country Club.

9. Signage. No signs will be allowed on the Country Club side of any portion of the Cheval West Properties contiguous to the Country Club, other than emergency or warning signs.

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

10. Additional Construction Restrictions on Portions of the Cheval West Properties Adjacent to Country Club. The following additional restrictions shall also apply to construction on portions of the Cheval West Properties contiguous to the Country Club:

(a) The contractor shall schedule and perform his work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impact on play in, or conduct of, any PGA TOUR Tournament, including the enjoyment thereof by spectators.

(b) No work will be allowed that will restrict access to the Country Club (except in the event of an emergency) unless such work is coordinated with, and approved by, the owners or operators of the Country Club, which approval shall not be unreasonably withheld.

(c) Reasonable best efforts shall be made to assure that no work will be allowed on major master sewer or storm drainage lines located within a distance of fifty (50) feet from the boundaries of the Country Club during the period beginning thirty (30) days before and extending until the completion of any PGA TOUR Tournament.

(d) The contractor shall exercise reasonable care to restore any area affected by his construction activities to its original condition.

11. Pets. The Declaration creating Covenants, Conditions, Restrictions and Easements for the Development shall provide that ownership of pets by surrounding Owners shall be in compliance with local laws and regulations and such other rules as may be promulgated by the Association to be established in connection with the Development. Such rules shall include but not be limited to, a requirement that all dogs and other pets be kept on a leash whenever such pets are not on the Owner's Property and such pets be kept off the Country Club at all times.

12. Enforceability. The rights and obligations to implement the enforcement of the provisions of this Paragraph D, and of those portions of the covenants that are directed solely to the protection of and enjoyment of, the Country Club and the orderly conduct of the PGA TOUR Tournament shall be delegated to and become the sole responsibility of the owners or operators of the Country Club.

E. GENERAL PROVISIONS.

1. The Architectural Review Committee shall be appointed as provided in Article XI, Section 1, of the Declaration. The mailing address of the Architectural Review Committee shall be

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

such address as shall from time to time be designated by the Board of Directors. Neither the members of the Architectural Review Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to these Covenants. The Architectural Review Committee's approval or disapproval as required shall be in writing. A majority of the membership of the Architectural Review Committee shall constitute a quorum and all actions shall require only a majority vote. The Chairperson of the Architectural Review Committee shall have the absolute and conclusive authority to certify in writing for any purpose whatsoever that the Architectural Review Committee has duly approved or disapproved any action coming within the scope of the Architectural Review Committee's authority and such certification in writing shall be in all respects absolutely, irrevocably and conclusively binding upon the Architectural Review Committee and all members in interest. In the event that the Architectural Review Committee, or its designated representative fails to approve or disapprove within sixty (60) days after any action within the scope of the Architectural Review Committee's authority has been submitted in writing to it, and with regard to plans and specifications after same have been submitted to it, such action or plans and specifications shall be deemed to have been disapproved.

2. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for ten (10) years from the date of original recording of these Covenants, at which time each and all of the Covenants shall be automatically extended for successive periods of five (5) years each unless by vote of a majority of the then Owners it is agreed to change the same, in whole or in part, and an instrument setting forth said changes is duly executed and acknowledged by said majority of the then Owners and duly recorded among the Public Records for Hillsborough County, Florida. No amendment or change may be made in any event to those portions of the Covenants set forth in Paragraph D without the written consent of the owners and operators of the Country Club or their successors in interest.

3. The Architectural Review Committee expressly reserves to itself, its successors and assigns in case of any violation of any of the conditions, or upon a breach of any of the Covenants, the right to enter the Parcel, Estate Lot, Lot, Condominium Unit, or Club Facility upon which the condition or violation may exist, and summarily abate or remove the condition or violation that may exist or be thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Architectural Review Committee. The Architectural Review Committee shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the Owners of the Parcel, Estate Lot, Lot, Condominium Property, Condominium Unit, or Club Facility upon which such condition or violation exists. Failure by the Architectural Review Committee to enforce any of the covenants or conditions of this instrument shall

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

4. The Declarant may assign any and all of its rights, powers, obligations and privileges hereunder to any other corporation, association, or person. Such assignment shall be effective upon the recordation among the Public Records of Hillsborough County, Florida, of the instrument assigning same.

5. All grantees in conveyance of Parcels, Estate Lots, Lots, Condominium Units or Club Facilities expressly stipulate and agree that, inasmuch as the Declarant is the most interested party in maintaining the high class development which by these restrictive covenants is sought to be maintained, the Declarant has rightfully reserved unto itself the right to waive, alter, modify or amend any portion of the Covenants, in its sole discretion. Such waiver, alteration, modification or amendment shall be evidenced by recording among the Public Records for Hillsborough County, Florida, an instrument, signed by the Declarant, evidencing such change. Any waiver, alteration, modification or amendment made to these Covenants with respect to a particular Parcel, Estate Lot, Lot, Condominium Property, Condominium Unit, or Club Facility or other portion of the Cheval West Properties shall in no way be construed to waive, alter, modify or amend the applicability of these Covenants to any other Parcel, Estate Lot, Lot, Condominium Property, Condominium Unit, or Club Facility or the remainder of the Cheval West Properties.

6. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the Covenants, either to restrain violation or to recover damages. The Association or any Owner shall have the right to seek enforcement of these Covenants, and in the event such party seeking such enforcement shall be upheld by the Courts, the defendant or defendants in such case shall be liable for the reasonable attorney fees sustained by the plaintiff, together with court costs of such action, and the same shall, to the extent permitted by law, constitute a lien upon the property of such defendant(s).

7. Each of the provisions hereof shall be deemed independent of the others, and invalidation of any one of these Covenants, or any part or parts thereof, by judgments, or court order, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

8. These Covenants shall bind, and benefit all and their successors and assigns. Whenever the singular is used, it shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed, sealed and delivered as of this ____ day of _____, 2000.

"DECLARANT"

Sign: _____
Print: _____

LUMBERMEN'S INVESTMENT
CORPORATION

Sign: _____
Print: _____

By: _____
Name(print): _____
Title(print): _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2000, by _____ as _____ President of LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation, on behalf of the corporation. Such officer **9** is personally known to me or **9** produced _____ as identification.

Sign: _____
Print: _____
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires:

Exhibit "A" - Legal Description
Exhibit "B" - Drawing Depicting Location of Lakes

O.R. Book 10150, Pg 0484
Public Records of Hillsborough County, Florida
Recorded 4/24/2000

171710.10