

Prepared by and return to:  
Centex Real Estate Corporation  
6408 W. Linebaugh Ave., Suite 106  
Tampa, FL 33625

THIS IS NOT A  
STATEMENT OF COMMITMENT  
FAWN RIDGE VILLAGE B

D.R. BOOK 6459 PAGE 1315

8/91

This Statement of Commitment ("Commitment") is made this 10th day of December, 1991 by Centex Real Estate Corporation f/k/a Centex Homes Corporation, a Nevada corporation ("Centex"), as the owner of the property herein described.

RECITALS

Whereas, Centex is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference; and

Whereas, Centex has heretofore recorded that certain instrument entitled "Fawn Ridge Maintenance Association, Declaration of Covenants", hereinafter identified; and

Whereas, Centex desires to subject the property described herein to the covenants, conditions and restrictions of said Declaration of Covenants; and

Whereas, it is the further desire of Centex to impose upon the property the additional covenants, conditions and restrictions contained in this Commitment so that the same shall be held and conveyed subject to the terms of said Declaration of Covenants and this Commitment; now

Therefore, in consideration of the premises and the covenants, conditions and restrictions herein contained, Centex hereby makes the following declarations and commitments.

WITNESSETH

ARTICLE I

DEFINITIONS

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Section 1. "Declaration" shall mean and refer to that certain instrument entitled "Fawn Ridge Maintenance Association, Declaration of Covenants" dated June 30, 1987, and recorded in Volume 5172 Page 1102 of the Official Records of Hillsborough County, Florida.

Section 2. "Association" shall mean and refer to the Fawn Ridge Maintenance Association, Inc. as created and defined in the Declaration.

Section 3. "Property" shall mean and refer to the real property described in Exhibit "A".

Section 4. "Assessable Property" shall mean and refer to the Property or any other real property that has been subjected to the covenants, conditions and restrictions of the Declaration by a properly recorded Statement of Commitment.

Section 5. "Fawn Ridge" shall mean and refer to the overall property described in the Declaration including all Assessable property and Non-assessable Property as therein defined.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those that have such interest as security for the performance of an obligation. Declarant shall be an Owner for the purposes of this Commitment so long as it continues to be the record owner of any Lot within any Assessable Property.

Section 7. "Lot" shall mean and refer to a parcel or tract of land so designated on the recorded Subdivision Plat of the Property.

Section 8. "Unit" shall mean and refer to any residential dwelling, including a detached home or attached townhome, situated upon any Lot.

Section 9. "Subdivision Plat" shall mean and refer to the official plat of subdivision of the Property recorded in Volume 61 Page 3 of the Official Records of Plat Book

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Hillsborough County, Florida, as may be amended or replatted as permitted or required by the governmental authorities having jurisdiction thereof.

Section 10. "Declarant" shall mean and refer to Centex Homes Corporation, a Nevada corporation, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 11. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

Section 12. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping and such other areas lying within dedicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents of Fawn Ridge.

Section 13. "Commitment" shall mean and refer to this Statement of Commitment, Fawn Ridge, Village B

ARTICLE II

STATEMENT OF COMMITMENT

Declarant hereby declares that the Property henceforth shall be owned, held and conveyed subject to the covenants, conditions and restrictions contained herein and in the Declaration, the terms of which are incorporated herein by reference, and said covenants, conditions and restrictions shall be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot, or any ownership interest in the Lot, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Declaration and this Commitment, whether or not mention thereof is made in said deed.

ARTICLE III

USE AND OCCUPANCY

All Lots and Dwellings shall be used and occupied for single family residence purposes. No dwelling shall exceed two and one-half stories (2 1/2) or thirty-five feet (35') in height. Each dwelling shall contain a minimum of 1,000 square feet of air conditioned space on the first floor and shall have a garage designed to accommodate not less than one automobile.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement in and to the Common Maintenance Areas and a right and easement of ingress and egress to, from and through said Common Maintenance Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to establish and publish rules and regulations governing the use of the Common Maintenance Areas affecting the welfare of Association members.

b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer.

d. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

## ARTICLE V

### EXTERIOR MAINTENANCE

The Association shall maintain and keep in repair the Common Areas, and the costs thereof shall be part of the Common Expenses. In addition thereto, the Association may, in its sole discretion, plant, maintain, repair and replace, as necessary, landscaping improvements (including, but not limited to, grade, shrubs, plants and trees) on the Common Maintenance Areas.

Each Owner shall be responsible for the maintenance, repair and replacement of his Lot and the improvements thereon. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot which is required by the foregoing, at reasonable times and in a reasonable manner the Association may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to the collection of the same as are provided in the Declaration with respect to annual assessments.

## ARTICLE VI

### USE RESTRICTIONS

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 2. Development Activity. Notwithstanding any other provision herein, Declarant and Suarez shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently

Section 4. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except, the following:

- a. For Sale/Rent. An Owner may erect one sign of not more than nine (9) square feet advertising the property for sale or rent.
- b. Declarant's Signs. Signs or billboards may be erected by the Declarant.
- c. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates

or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election.

**Section 5. Campers, Trucks and Recreational Vehicles.** No campers, vans, pickup trucks, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the Architectural Control Committee, and said vehicles and accessories are in an operable condition. The Architectural Control Committee as designated in the Declaration shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said Committee, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

**Section 6. Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

**Section 7. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 8. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 9. Parking.** No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas or on any easement.

**Section 10. Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

**Section 11. Building Standards.** No building shall be erected or maintained on any Lot unless it is a dwelling house designed and equipped for occupancy as a private residence by a single family and complies with all applicable standards, including the Zoning Ordinance.

**Section 12. Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot.

**Section 13. Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards.

**Section 14. Antennae, Satellite Dishes and Solar Collectors.** No Owner may erect or maintain a television or radio receiving or transmitting antenna; satellite dish or similar implement or apparatus; or solar collector panels or equipment upon any Lot, unless such apparatus is erected and maintained within the dwelling, completely inside the Unit erected on the Lot.

## ARTICLE VII

## EASEMENTS

Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Subdivision Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority, utility company or the Association is responsible.

All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

## ARTICLE VIII

## GENERAL

Section 1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association or the Statement of Commitment, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in the Commitment, Declaration, Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided in the Declaration for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 2. Amendments. The covenants and restrictions of this Commitment shall run with and bind the land for a term of forty (40) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Commitment upon the expiration of the initial forty-year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Hillsborough County, Florida. This Commitment may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Commitment at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Hillsborough County, Florida. Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision.

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

**Section 4. Miscellaneous Provisions.** Any provision of this Commitment, the Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

a. **FHA/VA Approval.** If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) Addition of properties, (2) dedication of Common Areas, and (3) amendment of this Commitment or the Declaration.

b. The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to the Declaration or this Commitment.

c. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Commitment, the Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

d. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

- (i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein;  
  
(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)
- (ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;
- (iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;
- (iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

e. All personal pronouns used in this Commitment or the Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

**Section 5. Headings.** The headings contained in this Commitment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Commitment.

**Section 6. Conflicts.** In the event of conflict between the terms of the Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association or any Statement of Commitment, the Declaration shall control.

Section 7. Limit of Application. This Statement of Commitment shall affect only the Property described in Exhibit "A" and shall not apply to or in any way encumber or affect any other real property within Fawn Ridge.

ARTICLE IX  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD)  
SPECIAL CONDITIONS

Section 1. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD).

Section 2. It is the lot owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Tampa Permitting Department.

Section 3. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written.

DECLARANT

Signed, sealed and delivered in the presence of:

CENTEX REAL ESTATE CORPORATION f/k/a Centex Homes Corporation

*Patti Raczkowski*  
Patti Raczkowski  
*Tanya Johnson*  
Tanya Johnson

By: *W. T. Elton*  
Mikell A. McElroy, Division Vice President of Operations

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of December, 1991 by Mikell A. McElroy, Division Vice President of Operations of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation.

*Patti Raczkowski*  
Notary Public, State of Florida

Notary's printed name: Patti Raczkowski  
My Commission expires: \_\_\_\_\_



THIS IS NOT A <sup>O.R.</sup> <sup>BOOK</sup> 6459 PAGE 1322

EXHIBIT "A"

CERTIFIED COPY

To the Statement of Commitment, Fawn Ridge, Village B:

Block 1, Lots 1 through 11, inclusive

Block 2, Lots 1 through 15, inclusive

Block 3, Lots 1 through 12, inclusive

of Fawn Ridge, Village B, as recorded in Plat Book 61, Page 3, of the  
Public Records of Hillsborough County, Florida.