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Prepared by and return to:



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SERENGETI

S/H

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SERENGETI**

THIS DECLARATION made this 31ST day OCTOBER of 2005 by SERENGETI DEVELOPMENT, LLC, a Florida Limited Liability Company, hereinafter called "**Developer**" or "**Declarant**".

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property in Pasco County, Florida, more particularly described in **Exhibit "A"** attached hereto, and made a part hereof, and herein-after referred to as "Land" or "Property"; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Serengeti, and for the maintenance of its common properties; and

WHEREAS, Developer desires to create and impose certain covenants, conditions, easements, and land-use restrictions with respect to the Land for the benefit of all owners thereof;

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in Serengeti, to delegate and assign to a newly formed non-profit corporation the powers of maintaining and administering the community properties and facilities, and administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

NOW, THEREFORE, Developer hereby declares that all of the Land shall be held, sold, and conveyed subject to the covenants, conditions, easements, and restrictions which are set forth herein, and which are intended to protect the value and desirability of the Land. The covenants, conditions, easements, and restrictions are hereby declared to run and be binding upon the Land and all parties, their heirs, personal representatives, successors, and assigns, having any right, title, or interest in the Land or any part thereof. The provisions hereof shall inure to the benefit of and be binding upon each Owner of any part of the Land.

**ARTICLE I
DEFINITIONS**

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term.

1. "**Association**" shall mean and refer to Serengeti Homeowners

Association, Inc., a Florida non-profit Corporation, together with its successors, legal representatives and assigns.

2. **"Board"** or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.

3. **"By-Laws"** shall mean and refer to the By-Laws of the Association, as same may be amended from time to time.

4. **"Common Area"** or **"Common Properties"** shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association in accordance with the terms of this Declaration.

5. **"Covenants"** shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

6. **"Declaration"** shall mean and refer to this Declaration, together with any supplements or amendments hereto.

7. **"Developer"** and/or **"Declarant"** shall mean Serengeti Development, LLC, a Florida Limited Liability Corporation, and its successors and assigns. Any rights specifically reserved to Serengeti Development, LLC, in any instrument of conveyance, shall not inure to the benefit of its successors or assigns unless such rights are assigned by Serengeti Development, LLC in a recorded instrument to such successor(s) or assignee(s) and such successor(s) or assignee(s) accepts the obligation of Developer. The Developer may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to Serengeti Development, LLC, as the Developer is not intended, and shall not be construed, to impose upon Serengeti Development, LLC any obligation or liability for the acts or omissions of third parties who purchase any property within Serengeti from Serengeti Development, LLC and develop and re-sell such property.

8. **"Dwelling"** shall mean and refer to a single family residency located on a Lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the words Lot and Unit.

9. **"Lot"** shall mean and refer to any area of real property, which is included in **Exhibit "A"** and is designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a Dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the words "Unit" or "Dwelling".

10. **"Member"** shall mean and refer to those Owners entitled to membership as set forth in Article IV.

11. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Land.

12. **"Regulations"** shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation (Exhibit "B") and By-Laws (Exhibit "C").

13. **"Land Use Documents"** shall mean this Declaration, the Articles, By-Laws, and the Rules.

ARTICLE II **RESTRICTIONS**

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot other than one single family dwelling unless approved by the Architectural Control Committee. No building or other improvements at any time situated on any Lot shall be used without limitation for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing purposes, or as a professional office, and no billboards, or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist or motor court or any other type of transient accommodation.

Section 2.02 - Size of Residence. Each Lot shall be used as a residence for single family and for no other purposes. Each residence shall have a minimum living area of 2,000 square feet. Living area shall be defined as the area of the main residence, exclusive of screened porches, garages, and storage areas.

Section 2.03 - Vehicular Parking. No vehicle shall be parked on any part of the Land, except on paved streets and paved driveways or unless not visible from the streets or abutting lots. No vehicles may park on paved streets overnight. No trailers, boats, campers, commercial trucks or vans with 3 or more axles, mobile homes, or motorcycles may be parked in the development unless parked inside garages or in the rear portion of the lot and concealed from public view. Motorized recreational vehicles shall not be parked in the development unless parked inside garages or concealed from public view in the rear portion of the property.

Section 2.04 – Swimming Pools, Accessory Buildings. Without limitation, no tent, shack, barn, mobile home, motor home, or other temporary outbuilding shall, at any time, be erected and used temporarily or permanently as a residence, except temporary buildings used by contractors in connection with the construction. No above ground swimming pools may be constructed. Accessory storage buildings, garages, workshops, etc. shall be of new materials

and of aesthetic design. Prior to construction, any accessory building must be approved by the Architectural Control Committee.

Section 2.05 - Animals. No horses, exotic animals, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game-birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Lots exceeding two acres in size may keep horses as may be permitted by County Ordinance. Domesticated household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purposes, except that if any of such permitted animals shall, in the sole and exclusive opinion of the Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot or Unit.

Section 2.06 - Nuisances. No illegal or noxious or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or development. No trash, garbage, rubbish, debris, waste material, wrecked, unregistered or inoperable vehicles or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any Land or Lands contiguous thereto. Riding of motor bikes, go-carts, three-wheeled vehicles, ATV's, or similar licensed or unlicensed vehicles is strictly forbidden in easement areas, and along right-of-ways.

Section 2.07 - Resubdividing. The Lots shall not be resubdivided, replatted, or divided without the prior written consent of the Developer.

Section 2.08 - Garages, Driveways. Each dwelling must have a private garage attached or detached, for not less than one (1) nor more than four (4) cars and said garage attached or detached, must be of similar architecture as the main residence unless otherwise approved by the Board of Directors. No garage may be used for living area. All dwellings shall be served with a paved driveway at least 10 feet in width at the entrance of the garage, of either concrete or patterned concrete, brick or interlocking integral color paving blocks.

Section 2.09 - Lot Maintenance. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lots, free from tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition as set forth in Article VII hereinafter.

Section 2.10 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor to the Developer, in the manner provided by the Articles of Incorporation and the By-Laws. Copies of the regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.11 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick or other

structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.12 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by fire, casualty, or other-wise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration, or in the case of the Common Area, to grass over and landscape the Land previously underlying the improvements in a manner consistent with the surrounding areas.

Section 2.13 - Reconstruction. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Control Committee.

Section 2.14 - Antennae and Clotheslines. No radio or television transmission or reception antennae, apparatus or tower shall be erected on the Property or any Lot or Structure without the approval of the Architectural Control Committee. Notwithstanding the foregoing, satellite dish antennae eighteen inches (18") in diameter or smaller may be installed in the rear yard with landscape screening, all of which shall be subject to the prior approval of the Architectural Control Committee. No clothesline, permanent or portable, shall be installed in the yard of any Lot, except in the rear yard and behind the dwelling structure, so as not to be visible from any street or from any other Lot.

Section 2.15 - Hunting. No hunting of any kind shall be permitted nor will the discharge of any firearms of any type or kind be permitted.

Section 2.16 Developers Sales Activity. Notwithstanding anything to the contrary herein, Developer, his agents or assigns, has the right to use Lots and houses for sale offices, models, field construction offices, etc., all carried out within the appropriate County ordinances regarding same.

Section 2.17 - Fences and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. These provisions do not apply to the Common Areas. The Developer will have sole discretion in fencing in these areas. No fences or hedges shall be in conflict with any improvements provided by the developer.

(a) **Perimeter.** Fences not in excess of six (6) feet in height and made of coated aluminum/wrought iron type materials may be installed around the perimeter of a lot if they are of a color and size approved by the Architectural Control Committee.

(b) Maintenance. All fences and landscape buffers shall be maintained in a good condition by the owner.

(c) Locations. No fencing or landscape buffer will be located in front of the home's electric meter or in front building line of any house, or outside of the side dwelling line of a corner lot line unless approved by the ACC.

(d) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association, as successor to the Developer, shall have the right to install and maintain walls and fences around the perimeter of the Development on individual lots, with said fences or walls to be maintained by the Association. This section does not apply to completely enclosed, screened areas attached to the dwelling.

Section 2.18 - Location of Structures. No dwelling or any part thereof shall be erected nearer than twenty-five feet to the front line of any Lot, or road right-of-way. No structure shall be erected nearer than a minimum of eight and one-half feet from side Lot lines, nor twenty feet from a rear Lot line. Swimming pools, with or without a screened enclosure shall be constructed a minimum of fifteen feet from the side and rear Lot lines. Developer, and/or assigns, reserves the right to increase any required setbacks in order to maintain the overall aesthetics of the community.

Section 2.19 - Landscaping and Lawns.

(a) No trees four (4) inches or greater in diameter shall be removed or trimmed without the prior written approval of the Developer and the Architectural Control Committee.

(b) A landscaping plan shall be included simultaneously with construction plans and specifications of any dwelling unit that is to be submitted to the Architectural Control Committee for approval. This landscaping plan shall include the proposed removal of any tree four (4) inches or greater in diameter currently existing on said lot.

(c) All Lots shall have entire solid sodded front, including road right-of-ways, side, and rear lawns of Floratam sod or such substitute sod as approved by Developer and the Architectural Control Committee. No Bahia sod will be allowed. The Developer reserves the right to use Bahia sod in retention areas, Common areas, or tracts.

(d) All Lots shall have one hundred percent (100%) automatic underground installed sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas including easements and road right-of-ways associated with said Lot, and shall be used to maintain the areas in good and living condition at all times.

Section 2.20 – Use of Wells. The use of wells for any purpose, including irrigation, is prohibited.

Section 2.21 - Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations

applicable to his Lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the most restrictive provision shall apply.

Section 2.22 - Excavation and Filling. No Owner shall excavate or extract fill from any of the Lots subject to this Declaration for any business or commercial purposes. No elevation changes shall be permitted which may materially affect surface grade of surrounding Lots.

ARTICLE III **ARCHITECTURAL CONTROL**

Section 3.01 – Members of Committee and Terms of Office. The Association shall have an Architectural Control Committee (hereinafter referred to as ACC or Committee) consisting of a minimum of three (3) members. The initial members of the Committee shall of persons designated by the Developer. Each of said persons shall hold office until all Lots, Dwelling Units, and Land Segments have been conveyed by the Developer, or any interest that the Developer may have in any Lots, Dwelling Units or Land Segments has been terminated, or sooner at the option of the Developer. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. The Board of Directors shall have the right to appoint and remove (either with or without cause) any and all members of the Committee at any time, except for members of the Committee appointed by the Developer. The Committee shall have full power to regulate all exterior changes to the Lots in the manner provided hereinafter.

Section 3.02 – Committee Authority. No exterior construction, additions, or alterations, including exterior coloring, to any building, structure, or Lot in the Development, landscaping or additional landscaping, fences or changes in the existing fences, hedges, walls, walkways, and other structures shall be commenced, erected, or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development until the same is approved by the Committee. The Committee shall have the full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Lots and Units to insure harmony of external design and color and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community or both. The Committee shall have the authority to adapt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as a Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 3.03 – Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by the Developer, until the plans and specifications, showing the nature, kind, shape, height, size, floor plans, location and orientation of the Unit on the Lot, square footage, estimated time of completion, front, side, and rear elevations, materials, locations, exterior color schemes, any other information the Committee may require, and landscaping shall have been submitted to, and approved by, the Committee in writing. All elevations must meet or exceed minimum floor elevations as denoted in the approved construction plans for Serengeti. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. Applicants must provide two (2) sets of all plans required by the ACC. The Committee, with no exceptions, shall provide applicants a receipt showing proof of submittal. It is the applicant's responsibility to see that he or she receives this receipt. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall have been deemed to have been given. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation. Plans and specifications shall be prepared by an architect or builder registered in the State of Florida.

Section 3.04 – Procedure. As is set forth in Section 3.03, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself as the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 3.05 – Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article III, the application (the "Application") shall given written notice of completion to the Committee. The Committee shall provide the Applicant a receipt showing proof of the submittal of a completion notice. It is the Applicant's responsibility to see that he or she receives this receipt.

(b) Within thirty (30) days after receipt of the notice of completion, the Committee or its duly authorized representative may inspect such improvement. If the

Committee finds that such work was not completed in substantial compliance with the approved plans, it shall notify the Applicant in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance, and requiring the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification of non-compliance, the Applicant shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(d) If a non-compliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-comply improvement or remedy the non-compliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a special assessment against such Applicant for reimbursement.

(e) If for any reason the Committee fails to notify the Applicant of any non-compliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 3.06 – Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the same may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 3.07 – Compensation. The members of the Committee shall receive no compensation for services rendered other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The Committee shall have the power to engage the services of professionals to serve as members of the Committee for compensation for purposes of aiding the Committee in carrying out its functions.

Section 3.08 – Exculpation of Developer and Committee. Developer and Committee cannot and shall not be held responsible for any loss or damage to any person arising out of the approval or disapproval of plans, designs, or construction errors. Nor shall Developer or Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law or ordinance or land use or building regulation.

ARTICLE IV

UTILITIES, EASEMENTS AND ROADS

Section 4.01 - Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain after placement, which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and the Common Areas and all improvements thereon shall be continuously maintained by the Association, including the obligation to pay for the repair of any common area or private roadway necessitated by repair by a utility company, except for improvements for maintenance of which a public authority or utility company is responsible.

No dwelling unit or other structure (excluding perimeter decorative walls) of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved. This provision is applicable to any property annexed into the subdivision as provided under Section 9.01.

Section 4.02 - Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any reasonable day to perform such maintenance as may be authorized herein.

Section 4.03 - Easement for Governmental, Health, Sanitation, and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services, and any emergency services such as fire, ambulance, and rescue services, for purposes of ingress and egress over the Common Properties.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 5.01 - Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to, and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

Section 5.02 - Voting Rights. The Association shall have two (2) classes of voting membership:

a. Class "A". As long as there is a Class B membership, Class A Members shall be all Owners, as defined in the Declaration, other than the Declarant, as defined in the Declaration, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including the Declarant, as long as the Declarant is an Owner and each Owner shall be entitled to one (1) vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be Members, but there shall be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.

b. Class "B". The Class "B" Member shall be the Declarant and as long as there is a Class B voting membership, the Declarant shall be entitled to three (3) votes for each Lot owned (the "Class B Control Period"). The Class B Control Period shall end and Declarant shall turn over control of the Association to the Class A members upon the earlier of the following events:

- i. When ninety percent (90%) of the Lots, including Lots in property annexed or planned for annexation by Declarant, have been sold to parties other than Builders; or
- ii. On December 31, 2012, or
- iii. When the Declarant elects to terminate the Class B Control Period.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

Section 5.03 - Turnover. Within ninety days after the Developer no longer has the right to elect or appoint a majority of the Board, the Members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "turnover meeting") for the purpose of electing the Board of Directors. However, as long as the Developer is the Owner of one Lot, the Developer shall be entitled to appoint one Member to the Board of Directors.

ARTICLE VI **ASSESSMENTS**

Section 6.01-Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of a Lot within the subdivision and any addition thereto, is hereby deemed to covenant by acceptance of a Deed for such Lot, whether or not it shall be so expressed in such Deed, to pay the Association (1) annual assessments; and

(2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fee was due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 6.02 - Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the Common Areas within the subdivision. Annual assessments shall include and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of any Common Areas, including but not limited to the retention ponds located within the platted drainage or conservation tracts.

(b) Electrical, lighting, irrigation and other necessary utility service for the Common Areas, including street lights.

(a) Maintenance of signs and equipment for the Common Areas as may be determined by the Association.

(b) Maintenance and repair of all private roads within the community or public structures within easement areas of any utility or public authority necessitated by such authority's activities within said easements.

(c) Maintenance and repair of all landscaped areas.

(d) Insurance covering the full insurable replacement value of the Common Area against theft and vandalism, if said insurance is deemed necessary by the Board of Directors of the Association.

(e) Liability insurance (if deemed necessary by the Board of Directors of the Association), insuring the Association against any and all liability to the public, to any Owner, or to the invitees of any Owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(f) Any other materials, supplies, furniture, labor, management and supervision services, the employment of attorneys, accountants, and other professionals to represent the Association when necessary or useful, maintenance, repairs, structural alterations, insurance, taxes and/or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or By-Laws, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the

Common Areas, for the benefit of the Lot Owners or for the enforcement of these restrictions.

(g) All real and personal property taxes for any property owned by the Association.

Section 6.03 - Maximum Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner the maximum annual assessment shall be \$500.00. Prorated annual assessments shall commence as to each Lot on the date of conveyance by the Developer to a Class A member.

The Developer shall not pay any Annual Assessments or Special Assessments, but the Builder, during its ownership of Lots, may pay the difference in cost between the sum of all Annual Assessments collected from Class A members and the actual cost of operation of the Association in lieu of Assessments. The Association may increase the Annual Assessments from time to time (prior to the cessation of Class B membership) to cover any increase in the actual cost of operation of the Association. The Builder may at any time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Builder may again elect to follow the procedures specified in the two preceding sentences.

(b) From and after January 1 of the second year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year, without a majority vote of the membership.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 6.04 - Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and they may be collected on a monthly, quarterly or annual basis, as the Board may decide.

Section 6.05 - Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots as per the provision of Section 6.03(a) above. The first annual assessments shall be adjusted according to the number of months remaining in the calendar. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty days in advance of January 1 of the year the annual assessment is collected for and said assessment shall be due January 1 of each year. Assessments may be made payable monthly, quarterly, or annually as the Board of Directors may deem appropriate. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments against a specific Lot have been paid, and shall, on or before March 1st of each year, cause to be recorded in the Public Records of Pasco County, Florida, a list of delinquent assessments as of that date.

Section 6.06 - Remedies of the Association for Non-payment of Assessments. Any assessment, including special assessments, not paid within thirty days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses, and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of any of the Common Areas or by the abandonment of his Lot. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sum secured by the lien, which has been made the subject of a recorded Notice of Lien, a Release of Notice of Lien shall be executed by the Association or its representative and recorded in the Public Records of Pasco County, Florida.

Section 6.07 - Subordination of Assessment Lien to Mortgages. The lien of the annual and special assessments provided for herein is declared hereby to be subordinate to the lien of any first mortgage on any Lot held by an institutional lender. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof to an institutional lender, shall extinguish the lien of any assessments which became due prior to the effective date of such sale or transfer. Unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successors or assigns. The sale or transfer of any Lot not pursuant to mortgage foreclosure or proceeding in lieu thereof, shall not affect the assessment lien. No sale or transfer by judicial action or otherwise, shall relieve the pertinent Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.08 - Exempt Property. All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 6.09 - Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvements or emergency purposes, and any such assessment shall be approved by not less than two-thirds of each class of Members. Notwithstanding the foregoing, a special assessment authorized under Article VI, Section 6.01 (b), need be approved only by the Board of Directors and not the two-thirds vote of the Membership. Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the Membership shall be sent to all Members not less than ten days nor more than thirty days in advance of the meeting.

Section 6.10 – Declarant Not Liable for Assessments. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual or special assessment or budget shortfalls as to any Lots owned by it.

ARTICLE VII

MAINTENANCE OF COMMON AREAS AND LOTS

Section 7.01 - Maintenance of Common Areas. The responsibility for the maintenance of the Common Areas and Lots within the development shall be as follows:

(a) **Common Areas.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control, and maintenance of any Common Areas, including those parcels designated on the plat as drainage tracts, park areas, conservation or preservation areas and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) **Lots.** Each Lot or Unit Owner shall be responsible for the maintenance of his or her Lot or Unit, and right-of-way areas, including but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. Each Owner shall be responsible for maintaining that portion of a street used as his yard which lies between a Lot and the paved street, including the sidewalk, in the same manner as if said Owner owned it. In the event an Owner fails to maintain the exterior of his Lot or Unit, and the above mentioned strip, in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of seven days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the development and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute a special assessment against the Lot.

Section 7.02 - Management Services. The Association may contract for the management of all or part of the Common Properties or any other Association duties for the purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

Section 7.03 - Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the Common Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

Section 7.04 – Water Management Area. 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 approved and on file with the Southwest Florida Water Management District (SWFWMD) as part of the stormwater management system for development of the subdivision pursuant to Chapter 40D-4, F.A.C.

(a) The Lot Owners shall not remove native vegetation (including cattails) that becomes established within any wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Brooksville Permitting Office, Surface Water Regulation Manager.

(b) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area of wet detention pond shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from Southwest Florida Water Management District.

(c) 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; wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4.

(d) The Association shall maintain, as part of the common elements, any areas designated on the Properties as mitigation areas for wetlands. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates. The Association shall comply with all governmental regulations including, but not limited to, those of SWFWMD. The Association acknowledges and agrees that 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.

Section 7.05 - Land Fill. No additional fill shall be placed inside the 100 year flood zone as displayed in the approved construction plans for Serengeti unless equal compensation is provided and approved by governmental authorities. No fill shall be placed in any conservation areas or easement areas.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01 - Enforcement. The Association and any Owner shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and other charges now or hereby imposed by the provisions of this Declaration, and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees. The failure of the Association or of any Owner to enforce any covenant or restriction or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.02 - Severability. The invalidation of any of the provisions hereof by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8.03 - Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded. After the original thirty year period the covenants and restrictions contained in this Declaration shall be extended for successive periods of ten years provided that prior to the end of such thirty year period, or each successive ten year period, an instrument signed by the then Owners of two-thirds of the Lots, agreeing to extend the covenants at the end of such thirty year period or ten year period has been recorded in the Public Records of Pasco County. If the then Owners of two-thirds of the Lots agree to terminate the covenants at the end of such thirty year period or ten year period, the Agreement shall be recorded at least ninety days in advance of the effective date of such change.

Section 8.04 - Amendments.

(a) This Declaration may be amended from time to time by recording among the Public Records of Pasco County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a Meeting called for purposes of Amendment was held, and that 2/3 of the votes of all Members of the Association approved of such Amendment.

(b) However, as long as the Developer owns a Lot in the Properties, no such Amendment may be made without the consent of the Developer. Nor shall such Amendment affect or interfere with vested property rights previously acquired by an owner or a first mortgagee.

(c) The Developer, as long as it owns a Lot, without the joinder or approval of the Association, the Board, or the Membership, may record any Amendment to this Declaration without the approval of the Association, the Board, or the Membership.

(d) Developer shall have the right, at any time within five (5) years from the date of this Declaration, to amend this Declaration, to correct any scrivener's errors, and to clarify any ambiguities determined to exist in this Declaration.

(e) Any amendment to this Declaration which would affect the surface water management system must have prior written approval of SWFWMD.

Section 8.05 - Withdrawal. Anything herein to the contrary notwithstanding, the Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 8.06 - Unintentional Violation of Restrictions. In the event of an unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTY

Section 9.01 - Annexation of Additional Property. Additional residential property and Common Area may be annexed to the subdivision in accordance with the following:

(a) The Developer, from time to time, may in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been hereinabove defined as additions to the property, but under no circumstances shall Developer be required to make such additions. Such additions to the Property shall be of such size as the Developer determines and the number of such additions to the property shall be at the sole discretion of the Developer. The Developer and/or assigns will have an easement over all Common Areas including the private roads. Until such time as such additions are made to the property in the manner hereinafter set forth, real property owned by Developer, other than the Property described on **Exhibit "A"** attached hereto, shall in no way be affected by, or become subject to, the terms and conditions of this Declaration.

(b) Additions to the Property, if any, shall be developed and platted in such a manner which in the opinion of the Developer provides for the preservation of the values and amenities of the Property, with reasonable portions of said real property set aside for green belt areas and other common facilities as may be designated on such plats.

(c) The additions authorized under this and the succeeding subsections, shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions to the property, extending the scheme of the covenants and restrictions of this Declaration to such Property; and such Supplementary

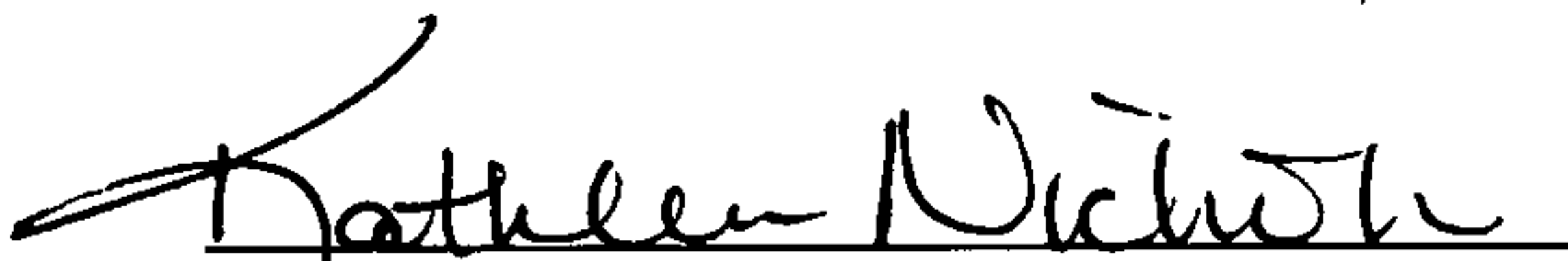
Declaration may contain such complimentary additions as may be necessary to reflect the different character, if any, of the additions to the Property and as are not inconsistent with the scheme of this Declaration. Such Supplementary Declaration shall not require the joinder, consent, or approval of any Owner or other parties whatsoever. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with the Property.


(d) Such additional lands to be limited to those lands contiguous with the Property.

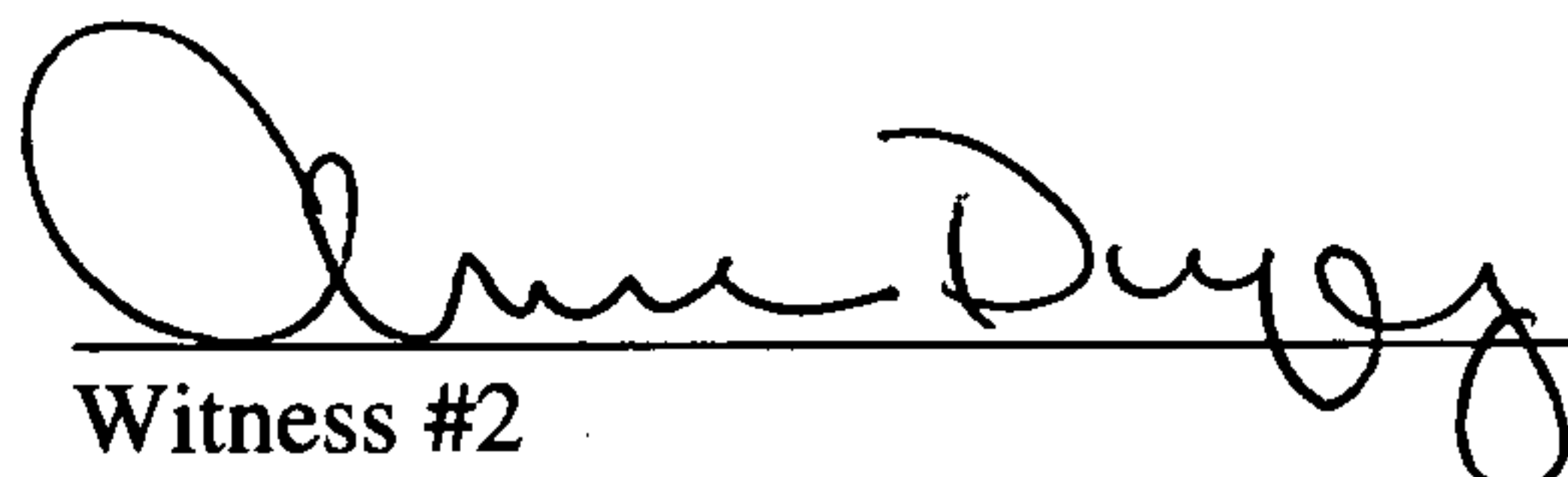
IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been signed by Declarant, the day and year first above written.

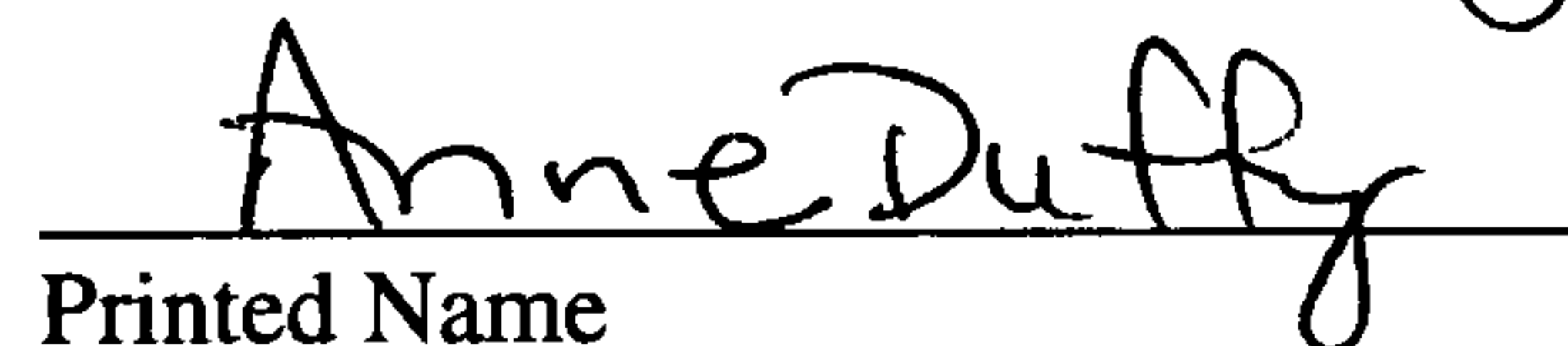
WITNESSES:

DECLARANT:

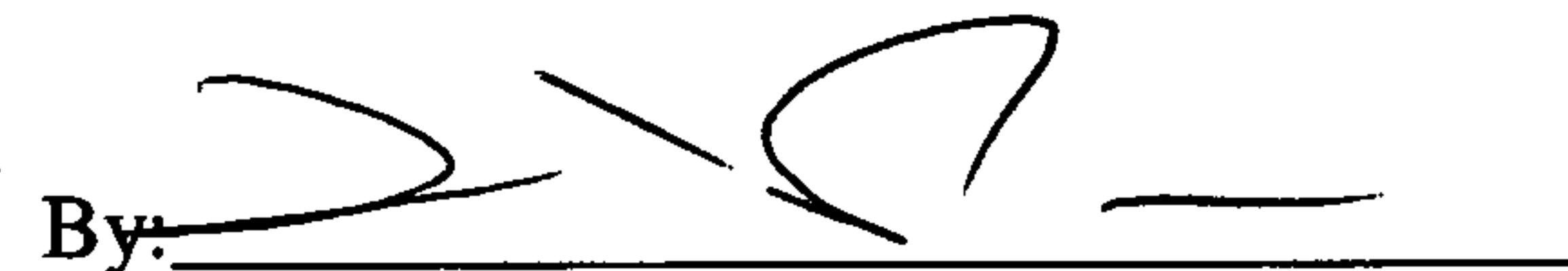

Witness #1


Printed Name


Witness #2


Printed Name

SERENGETI DEVELOPMENT, LLC,
By: The Ryan Group, LLC, its
Managing Member

By: 
John M. Ryan
Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10 day of Oct., 2005, by John M. Ryan, as Managing Member of The Ryan Group, LLC as Managing Member of Serengeti Development, LLC., on behalf of the limited liability company. He is personally known to me or has produced _____ (type of identification) as identification.



Anne Duffy
My Commission DD133694
Expires September 01 2006

(NOTARY SEAL)

A handwritten signature of Anne Duffy in cursive script, written over a horizontal line.

Notary Public, State of Florida

Printed Name: Anne Duffy

My Commission Expires: 9-01-06

EXHIBIT "A"

PROPERTY

[Legal Description of attached.]

Commence at the NW corner of the NW 1/4 of Section 6, Township 25 South, Range 18 East, Pasco County, Florida; thence run North $89^{\circ}35'19''$ East along the North boundary of said NW 1/4 a distance of 993.80 feet to the Westerly Right-of-Way line of State Road 589 (Suncoast Parkway); thence run along said Westerly Right-of-Way line the following two (2) courses and distances: (1) South $27^{\circ}13'22''$ West, a distance of 1401.45 feet to the Point of Curvature of a curve concave Southeasterly having a Radius of 5929.58 feet, a Delta of $10^{\circ}33'08''$, a Chord Bearing South $21^{\circ}56'48''$ West and a Chord of 1090.51 feet; and (2) thence, along the arc of said curve a distance of 1092.06 feet to the South boundary of the North 2250.00 feet of the NE 1/4 of Section 1, Township 25 South, Range 17 East; thence run South $89^{\circ}29'50''$ West along said South boundary a distance of 2568.21 feet to the West boundary of the NE 1/4 of said Section 1; thence run South $00^{\circ}36'45''$ East along said West boundary a distance of 441.90 feet to the SW corner of the NE 1/4 and the SE corner of the NW 1/4 of said Section 1; thence run South $89^{\circ}53'18''$ West along the South boundary of said NW 1/4, a distance of 1802.60 feet; thence run North $00^{\circ}06'42''$ West, a distance of 500.00 feet; thence run North $45^{\circ}06'42''$ West, a distance of 141.42 feet; thence run South $89^{\circ}53'16''$ West, a distance of 743.91 feet to the Easterly Right-of-Way line of Hays Road; thence along Easterly Right-of-Way line the following three (3) courses: (1) North $00^{\circ}34'56''$ West, a distance of 465.48 feet to the Point of Curvature of a curve concave Southeasterly having a Radius of 1475.52 feet, a Delta of $47^{\circ}39'55''$, a Chord Bearing of North $23^{\circ}15'02''$ East and a Chord of 1192.42; (2) thence along the arc of said curve a distance of 1227.51 feet to the Point of Tangency; (3) North $47^{\circ}04'59''$ East, a distance of 534.65 feet to the beginning of a curve concave Southerly having a Radius of 667.00 feet, a Delta of $26^{\circ}14'11''$, a Chord Bearing of North $74^{\circ}51'57''$ East and a Chord of 302.77 feet; thence run along the arc of said curve a distance of 305.43 feet to a Point of Reverse Curvature of a curve concave Northwesterly having a Radius of 143.00 feet, a Delta of $61^{\circ}57'44''$, a Chord Bearing of North $56^{\circ}42'49''$ East and a Chord of 147.22 feet; thence run along the arc of said curve a distance of 154.65 feet to the North boundary of the NW 1/4 of said Section 1; thence run North $89^{\circ}29'25''$ East along said North boundary a distance of 1346.08 feet to the NW corner of the NE 1/4 of said Section 1; thence run North $89^{\circ}29'50''$ East along the North boundary of said NE 1/4 a distance of 2647.16 feet to the Point of Beginning.

ARTICLES OF INCORPORATION
OF
SERENGETI
HOMEOWNERS' ASSOCIATION, INC.

The undersigned hereby associate to form a corporation not for profit under Chapters 617 and 720 of the Florida Statutes.

ARTICLE 1
NAME

The name of this corporation shall be SERENGETI HOMEOWNERS' ASSOCIATION INC., hereinafter referred to as the ("Association"). The principal and mailing address of this corporation shall be 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

ARTICLE II
PURPOSE

The purpose of the Association is to acquire title to and own, and whether owned or not, to operate, maintain and preserve the Common Area, as such term is defined in the Declaration of Covenants, Conditions and Restrictions for Serengeti, which will be recorded among the Public Records of Pasco County, Florida, (hereinafter called "Declaration"), in the development located in Pasco County, Florida, known as Serengeti. The Association is also formed to maintain the privately owned areas of Serengeti which are not maintained by their Owners and to perform such other duties assigned to it in the Declaration.

ARTICLE III
POWERS

The Association shall have all of the powers given to corporations not for profit by the Florida Statutes and all of the powers expressly conferred upon it by the Declaration, together with all powers necessary to fulfill all such stated powers and the duties expressly given to it by such Declaration. These powers include, but are not limited to, the power to:

1. Maintain, repair, improve and insure the Common Area as defined in the Declaration and other real or personal property which the Association owns or which it has assumed the obligation to maintain, including without limitation the surface water management system which includes the lakes, retention areas, roadways, culverts and related appurtenances;
2. Make and collect assessments from its Members;
3. Pay all Association expenses;

4. Acquire title to and exercise all rights of ownership in and to any real or personal property;
5. Own and convey real or personal property;
6. Make, amend and enforce reasonable rules and regulations for the use of the property it owns or maintains;
7. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association.
8. Sue and be sued;
9. Contract for operation and maintenance services.
10. Require all Owners to be members of the Association.
11. Exist in perpetuity, but in the event that the Association is dissolved, the Common Area including the surface water management system shall be, conveyed to an appropriate agency of local government, or if not accepted to a nonprofit corporation with similar purposes.
12. Take any other action necessary for the purposes for which the Association is formed.

ARTICLE IV MEMBERS

1. Every record Owner of a fee interest in any Lot, as defined in the Declaration, including contract Sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel.
2. Change of membership in the Association shall be established by the recording, in the Public Records of Pasco County, Florida, of a deed or other instrument establishing a record of title to a Lot, and shall be evidenced by delivery to the Association of a copy of such instrument. The membership of the prior Owner shall be terminated as of the date of delivery of such deed or other instrument.
3. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Lot.

4. There shall be two (2) classes of membership as follows:

- a) Class A. As long as there is a Class B membership, Class A Members shall be all Owners, as defined in the Declaration, other than the Declarant, as defined in the Declaration, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including the Declarant, as long as the Declarant is an Owner and each Owner shall be entitled to one (1) vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be Members, but there shall be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.
- b) Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned (the "Class B Control Period"). The Class B Control Period shall end and Declarant shall turn over control of the Association to the Class A members upon the earlier of the following events:
 - i) When ninety percent (90%) of the Lots including Lots in property annexed or planned for annexation by Declarant, have been sold to parties other than Builders, or
 - ii) On December 31, 2012, or
 - iii) When the Declarant elects to terminate the Class B Control Period.

ARTICLE V BOARD OF DIRECTORS

1. The affairs of the Association shall be initially managed by a Board of three (3) Directors, whose names and address are:

John M. Ryan
2502 N. Rocky Point Drive, Suite 1050
Tampa, FL 33607

Michael S. Lawson
2502 N. Rocky Point Drive, Suite 1050
Tampa, FL 33607

Paul Ray, Jr.
2502 N. Rocky Point Drive, Suite 1050
Tampa, FL 33607

JoAnne K. Fiebe
5623 US Hwy 19
New Port Richy, FL 34673

Peter Pascucci
5623 US Hwy 19
New Port Richy, FL 34673

2. New Directors shall be appointed or elected and the number of Directors shall be increased or diminished in accordance with the By-Laws of the Association, but there shall not be less than three.

ARTICLE VI BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and may be altered as follows:

1. Any Member or any Director may propose an amendment.
2. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered.
3. The amendment must be approved, either in person or by proxy by at least a majority of the entire membership of the Board of Directors.
4. No amendment may change the qualifications for membership in the Association.
5. No amendment which will affect the Declarant shall be adopted unless the Declarant has consented thereto in writing.
6. A copy of the amendment shall be recorded in the Public Records of Pasco County, Florida.

ARTICLE VII AMENDMENT OF ARTICLES

These Articles may be amended in the manner set forth in Chapter 617, Florida Statutes, provided, however, that any amendment to these Articles shall require the written consent of two-thirds (2/3) of the votes of Lot Owners at any regular or special meeting of the membership duly caused and convened and at which a quorum is present. No such amendment may diminish any rights of the Class B Member, however, unless joined in by such Class B Member.

ARTICLE VIII
DISSOLUTION OF THE ASSOCIATION.

The term of the Association shall be perpetual unless dissolved by the unanimous written consent of the Members and all mortgagees.

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including without limitation the surface water management system portions of the Common Area) shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the individual benefit of any Member or other private individual. The Article is subject to the provisions of Section 617.05 Florida Statutes.

ARTICLE IX
RESIDENT AGENT

The Resident Agent of the Association, for purposes of accepting service of process shall be Gary N. Strohauer, whose address within the State of Florida is 1150 Cleveland Street, Suite 300, Clearwater, FL 33755.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation for the purpose of forming the Association this 31st day of OCTOBER, 2005.



John M. Ryan, Incorporator

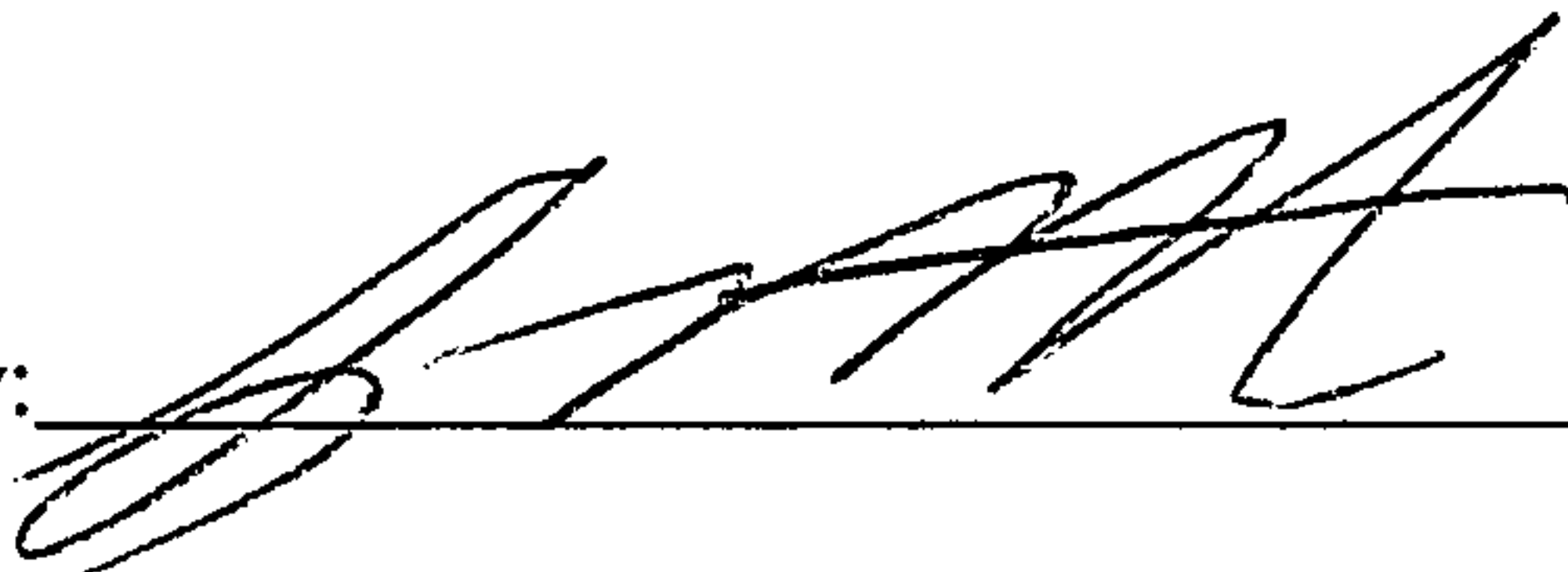
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

SERENGETI HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business in the City of Tampa, County of Hillsborough, State of Florida has named Gary N. Strohauer, whose address is 1150 Cleveland Street, Suite 300, Clearwater, FL 33755, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: _____

DATED: October 31, 2005

BY-LAWS
OF
SERENGETI HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
General

Section 1. Definition and Operation. Express reference is here made to the Declaration of Covenants, Conditions and Restrictions of Serengeti (the "Declaration") recorded in the Pasco County Public Records where necessary to interpret, construe and apply the provisions of these By-Laws. Without limitation:

- a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.
- b) Consistency. By adopting these By-Laws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.
- c) Conflict. These By-Laws are to be interpreted, construed and applied with the Articles and the Declaration to avoid inconsistencies of conflicting results, but, if such conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in the Association are set forth in Article IV of the Articles and Article V of the Declaration and all votes of Members as herein set forth shall be subject to the same.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "SERENGETI HOMEOWNERS' ASSOCIATION, INC.," "Florida" and "Corporation Not for Profit", an impression of such seal appearing in the margin.

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January of each calendar year.

Section 5. No Vested Rights. No Member of this Association has any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such Member's Lots, as provided in Article V, Section 2, of the Declaration, and in Articles IV and IX of the Articles.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in Article VII of the Articles.

ARTICLE II

Members' Meetings

Section 1. Annual Meetings. The annual meeting of this Association is to be held each year within sixty (60) days before or after of the next ensuing fiscal year, on such date and at such time and place in Pasco County, Florida, as the Board determines.

Section 2. Special Meetings. Special Membership meetings may be called at any time by: (i) the President; or (ii) the Board; or (iii) by the written request of Members entitled to cast fifty percent (50%) of all votes eligible to be cast by Members. The agenda at special meetings shall be confined to the subject matter for which the meeting was called.

Section 3. Notice. Written notice of each Members' meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day and hour of the meeting and, in the case of special meetings, its purpose.

Section 4. Manner of Notice. Notice of all meetings must be given at least fifteen (15) days in advance to each Member either by personal delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. Such notice also must be given to Declarant as long as Declarant owns a Lot. Mailing or delivery of notice to any co-owner of a Lot is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 5. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive upon any person without actual knowledge of any defect in notice as to the regularity of any notice,

Section 6. Waiver of Notice. Notice of any meeting may be waived in writing or at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless such Member expressly objects at the beginning of such meeting to the transaction of any business because the meeting is not regularly called.

Section 7. Quorum. The presence of Members entitled to cast one-third (1/3) of the votes eligible to be cast by the Membership constitutes a quorum for all purposes except consideration of any action which requires the presence of Members entitled to cast two-thirds (2/3) of the votes eligible to be cast by the Membership in which case at least two-thirds (2/3) of the Members shall be present. Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present, provided such adjournment is taken within one (1) hour following the scheduled time of meeting.

Section 8. Adjournment. If a meeting otherwise duly called and convened with the requisite quorum present is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of any meeting of the Membership must be given to each Member as shown upon the Association's books on the date such notice is given. Only those Members shown as Members in good standing upon the Association's books on the eleventh (11th) calendar day preceding a meeting are entitled to vote at such meeting, or its adjournment.

Section 10. Proxies. Any Member may vote in person or by proxy at any meeting. All proxies must be in writing, signed by the Member, and expire eleven (11) months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof, if a proxy confers authority upon two or more persons and does not otherwise provide a majority of such proxies present at the meeting or, if only one is present, then that one, may exercise all powers conferred by the proxy. A proxy expressly may provide for a right of substitution by written designation of the proxy holder. A Member represented by a valid proxy at any meeting is "present" for all purposes. All proxies must be filed with the Secretary of the Association at least forty-eight (48) hours prior to the meeting to which they pertain, or they shall not be considered for that meeting.

Section 11. Membership List. At least ten (10) days prior to each membership meeting, a complete list of the members entitled to vote at such meeting, and their respective addresses, must be kept on file at the Association's office, open to inspection by any Member. Such list also must be produced and kept open at the time and place of the meeting for inspection by any member at any time during the meeting. In the absence of substantial compliance with the requirements of this Section, and upon the demand of any Member present, the meeting must be adjourned until such compliance occurs. If no such demand is made, failure to comply with the requirements of this section does not affect the validity of any action taken at such meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the Members present at a meeting duly called at which a quorum is present is the act of the Membership, except with respect to any action requiring two-thirds (2/3) vote of the membership, as to which the voting requirements of the applicable provisions of the Articles or Declaration govern.

ARTICLE III
Board of Directors

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of a Board of Directors consisting of three (3) members, who, except for the initial Directors and until the Declarant no longer exercises voting power as set forth in the Declaration,, shall be Association members. Each Director continues in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, or disqualified or otherwise unable to serve.

Section 2, Standard of Care. Each Director shall perform all duties as a Director, including duties as a committee member, (i) in good faith, (ii) in a manner such Director reasonably believes to be in the best interests of this Association, and (ii) with such care as an ordinary prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified.

- a) Officers. One or more officers, employees or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.
- b) Professionals. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes are within such person's professional or expert competence.
- c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles or these By-Laws, as to matters within designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties; but no Director may be paid any compensation by this Association for the service rendered to this Association as a Director.

Section 5. Nomination. Nomination for election by the Board of Directors may be made from among Members or nonmembers by a Nominating Committee or from the floor at the annual meeting of the Members.

Section 6. Election. Election for the Board of Directors must be by ballot, Each Member may cast as many votes for each vacancy as such Member has under the provisions of Article IV of the Articles. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Removal. Any Director, or the entire Board, may be removed with or without cause by a majority vote of the Members at any meeting called expressly for such purpose.

Section 8. Vacancies. If a Director dies, resigns, is removed, or is disqualified or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor, unless such appointee sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

ARTICLE IV Directors' Meetings

Section 1. Regular Meetings. The Board shall meet regularly as and when necessary for the proper conduct of this Association's affairs, on such dates and at such time and place as are determined at the immediate preceding Board meeting or by standing Board resolution. The Board shall meet immediately following the annual meeting in order to elect officers and undertake such other business as it deems to be appropriate. If the date, time and place of a regular meeting are not determined by standing resolution, three (3) days' prior notice is required to any Director who did not attend the meeting at which the date, time, and place of meeting was determined.

Section 2. Special Meeting. Special Board meetings must be held on not less than three (3) days prior notice to each Director when called by (i) the President; or (ii) by any three Directors.

Section 3. Quorum. Except where the provisions of the Declaration require action by a greater percentage, a majority of the Directors shall constitute a quorum for all purposes; and every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration required approval by two-thirds (2/3) of the Directors, the full Board constitutes a quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

- a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratified the contract or transaction by a vote or consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

- b) Membership. Such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or
- c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the Members. Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratifies such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A Director's presence at any meeting constitutes a waiver of notice of such meeting and any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless such Director at the beginning of such meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Open meetings. All meetings shall be open to Owners, except meetings between the Board and its attorneys with respect to litigation. Secret ballots are permissible only in the election of officers.

Section 8. Notice of Board Meetings. Notice of all Board meetings must be posted in a conspicuous place in the community at least forty eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of all Board meetings may be mailed to each Owner at least seven (7) days in advance of a meeting, except in an emergency.

ARTICLE V

Powers of Board of Directors

Section I. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in or delegated to this Association and not reserved to its members by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable and prescribe their duties and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Common Area, the Property and the Association's activities, or either, so long as such rules and regulations are consistent with the rights and duties established by the Articles and The Declaration.

Section 3. Enforcement. For violation of any of its rules and regulations, the Board may (i) suspend any Member's right to services or privileges provided by this Association; or (ii) require any Member to make restitution to this Association for any loss resulting from any violation; or (iii) take any action described in Article VIII of the Declaration.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any Member's right to services or privileges provided by this Association, or either, during any period in which such Member is more than thirty (30) days in default in payment of any assessment levied by this Association.

Section 5. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to Article VI of the Declaration.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and Members to the extent and in the manner from time to time-permitted by the laws of the State of Florida, except that the Board cannot provide such indemnification for criminal intention, or willful misconduct. Except to the extent such determination from time to time is reserved to the membership by the laws of the State of Florida, the Board's determination to provide or refuse indemnification is conclusive.

Section 7. Vacancies. The Board has the power to declare the office of any Director vacant if such Director is absent from three (3) consecutive Board meetings without justification or excuse.

ARTICLE VI Duties of Board of Directors

Section 1. General. The Board shall supervise all of the Association's officers, agents, employees (including volunteer employees), committees and contractors and see that their respective duties are properly performed. The Board shall otherwise manage the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

Section 2. Assessments. The Board shall enforce collection of all assessments owed this Association that remain unpaid for a period of thirty (30) days by foreclosure, suit, or such other lawful procedures as the Board deems advisable, in addition to imposing the sanctions provided by Article V, Section 4, of these By-Laws.

Section 3. Estoppel Certificates. Upon request by any interested person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments or Architectural Control, or both, with respect to any Lot. Such certificates shall bind this Association as of the date of issuance when properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 4. Financial. With the assistance of this Association's Treasurer, the Board shall prepare an annual budget and financial statements. The Board also must present a current statement of income and expense when requested in writing by Members entitled to cast at least twenty percent (20%) of the Membership votes outstanding. As and when necessary or appropriate, when requested by the Membership, the Board from time to time also will cause an audit of this Association's financial affairs to be made by an independent accountant.

Section 5. Insurance. The Board shall procure and maintain in force and effect at all times insurance in compliance with the requirements of the Declaration. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage this Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with standard fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from Association funds,

Section 6. Management. The Board may contract with the Declarant or any other person to manage the Association's affairs, in whole or in part; but no such management contract may be for a term longer than one year and must be terminable by the Association for cause upon not more than thirty (30) days' prior written notice.

ARTICLE VII Books and Records

Section 1. Records Enumerated. The Association must keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of its Members and the Board; and (iii) a Membership Record.

Section 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceedings does not affect its validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's Membership Record must show (i) the name of each Owner and Co-Owner, if any, (ii) a proper legal description of such Owner's Lot, (iii) whether such Owner's membership is in good standing, and (iv) the address to which notice is to be given such Owner pursuant to these By Laws.

Section 4. Book of Resolutions. All resolutions of the membership or Board, having more than temporary effect shall be compiled from time to time into a Book of Resolutions and topically indexed for the future guidance of this Association's directors, officers, and members,

Section 5. Inspection. All books, records, and papers of this Association are open at all times during reasonable business hours for inspection and copying by any Owner, Member, or by the Declarant. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any Owner, Member or the Declarant copies (certified, if requested) of any and all of its books, records and other papers. The Association may make a reasonable, uniform charge for such copies and certification.

Section 6, The official Association records shall include:

- (1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (2) A copy of the By-Laws of the Association and of each amendment to the By-Laws.
- (3) A certified copy of the articles of incorporation of the Association and of each amendment thereto.
- (4) A copy of the declaration of covenants and a copy of each amendment thereto.
- (5) The copy of the current rules of the Homeowner's Association.
- (6) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.
- (7) A current roster of all members and their mailing addresses and parcel identification.
- (8) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (9) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- (10) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for period of at least seven (7) years.

The financial and accounting records must include:

- a) Accurate, itemized, and detailed records of all receipts and expenditures.
- b) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- c) All tax returns, financial statements, and financial reports of the Association.
- d) Any other records that identify, measure, record or communicate financial information.

ARTICLE VIII

Officers

Section 1. Enumeration. This Association's regular Officers are a President, Vice President, and Secretary/Treasurer, who are elected, at the first Board meeting following each annual meeting, for a term of one year, and until their respective successors are qualified, unless any such officer sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve. Officers must be members of the Board of Directors.

Section 2. Special Officers. The Board may appoint such other officers as it deems advisable, each of whom will hold such offices for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause. A resignation of any officer need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one other regular office, but any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

- (a) President. The President: (i) is entitled to preside at all meetings of the Board and the Membership; (ii) sees that orders and resolution of the Board are carried out; and (ii) signs all leases, mortgages, deeds, and other written instruments and, co-signs all checks and promissory notes.

(b) Vice President. The Vice President shall act in place of the President if the President is absent, unable or refuses to act.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board and the Members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board and Membership; and (iv) keeps the Membership Record as provided in Article VII, Section 3, of these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of account; (iv) with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its annual meeting; and (v) reports to the Association on a quarterly basis as to the financial status of the Association. Any officer additionally may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

ARTICLE IX Procedure

Roberts Rules of Order (latest edition) shall govern the proceedings of meetings of the Association, the Board of Directors and its Committees.

ATTESTATION

IN WITNESS WHEREOF, we, being all of the directors of SERENGETI HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, have adopted these By-Laws of the Association this 31st day of OCTOBER, 2005.



John M. Ryan

Michael S. Lawson

Paul Ray, Jr.

JoAnne K Fiebe

Peter Pascuci

JOINDER AND CONSENT BY MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHITNEY NATIONAL BANK, (the "Mortgagee"), whose address is 35388 U.S. Highway 19 North, Palm Harbor, FL 34684, the owner and holder of that certain Mortgage dated March 18, 2005, and recorded in Official Records Book 6284, Page 1232, and that certain Assignment of Leases, Rents, Profits, Contracts, Accounts Receivable, Accounts and Deposit Accounts dated March 18, 2005, and recorded in Official Records Book 6284, Page 1247, and that certain UCC-1 Financing Statement recorded in Official Records Book 6284, Page 1253, all of the foregoing being of the Public Records of Pasco County, Florida, (collectively, the "Security Documents") encumbering the Property described in the foregoing Declaration of Covenants, Conditions and Restrictions for (the "Declaration"), by the execution hereof, hereby joins into and consents to the placing of the Declaration on the Property described in Exhibit "A" to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent by Mortgagee this 24 day of October, 2005.

Signed, sealed and delivered
in the presence of:

WHITNEY NATIONAL BANK

<p><u>Lynn Eubanks</u> Printed Name: <u>Lynn Eubanks</u></p> <p><u>Janet J. Francisco</u> Printed Name: <u>Janet J. Francisco</u></p>	<p>By: <u>[Signature]</u> Name: <u>Brian D. Miller</u></p> <p>Title: <u>Vice President</u></p>
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(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 24th day of October, 2005, by Brian D. Miller, as Vice President of Whitney National Bank, a national banking association, on behalf of the association. He (she) is (personally known) to me or has produced _____ (type of identification) as identification.

Janet J. Francisco
Notary Public, State of Florida
Printed name: _____
My Commission Expires: _____



Janet J. Francisco
MY COMMISSION # DD291743 EXPIRES
February 17, 2008
BONDED THRU TROY FAIN INSURANCE, INC.