

THIS IS NOT A **OR BK 10202 PG 0127**
**DECLARATION OF PARTY WALL AGREEMENT
COMMON ROOF AGREEMENT, CROSS-EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS**
CERTIFIED COPY

THIS INSTRUMENT, executed this second day of March, 1984, by INTERBAY DEVELOPMENT CORPORATION (hereinafter called "Developer"), as amended by the Colony Oaks Homeowners Association, Inc on March 25, 1991, on January 12, 1993, on January 9, 1996, on March 5, 1996 and on January 11, 2000

WITNESSETH

WHEREAS, Developer is the owner of Lots One (1) through Forty (40), COLONY OAKS TOWNHOMES, as per map or plat thereof recorded in Plat Book 55, Page 67, Public Records of Hillsborough County, Florida, and

WHEREAS, Developer is also the owner of Lots A, B, C, D, E, and F in COLONY OAKS TOWNHOMES, as per map or plat thereof recorded in Plat Book 55, Page 67, Public Records of Hillsborough County, Florida, and

WHEREAS, Developer desires to create on the above described property an exclusive community named COLONY OAKS TOWNHOMES consisting of six (6) buildings containing forty (40) townhouse units, and

WHEREAS, Developer intends in the future to sell and convey the lots in Colony Oaks Townhomes together with the improvements situated thereon, and

WHEREAS, Developer desires that the party walls and common roofs of such buildings shall be and remain party walls and common roofs, and

WHEREAS, Developer will incorporate under the laws of the State of Florida under the name Colony Oaks Homeowners Association, Inc, (hereinafter called "Association") a non-profit corporation governed by its Articles of Incorporation and Bylaws and entrusted with the responsibility to implement and enforce this Declaration in the best interests of all residents of Colony Oaks in keeping with the purposes expressed herein, and

WHEREAS, it is desirable to maintain certain minimum standards with regard to the maintenance, upkeep and repair of the adjoining townhouse units constructed on the aforescribed lots, and

WHEREAS, ingress and egress roads, sewer lines, utility lines, walls and conservation ponds will be constructed across all lots for the benefit and use of all lots, with the cost of maintenance, repair and restoration to be fairly borne by the owners of said lots

✓
Unique Property Services, Inc. Page 1 of 12, as amended through January 11, 2000
115 S. Dale Mabry Hwy Ste 300
Tampa FL 33609

NOW, THEREFORE, the Association and all future owners of the aforesaid lots and their heirs, personal representatives, successors and assigns do hereby consent and agree that the real property described above and all improvements thereon shall be held, transferred, sold, conveyed and occupied subject to this Declaration as a covenant running with the land

1 DEFINITIONS The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings

a Association shall mean Colony Oaks Homeowners Association, Inc

b Areas of Common Responsibility shall mean and refer to Lots A through F together with those areas and improvements, if any, upon a lot, the maintenance, repair or replacement of which is the responsibility of the Association

c Common Areas shall mean Lots A through F legally described above, together with all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Lot Owners.

d Community shall mean the forty (40) Lots in Colony Oaks and accompanying Common Area

e Developer shall mean Interbay Development Corporation, its successors and assigns

f Member shall mean and refer to members of the Association

g Lot shall mean and include each lot in Colony Oaks Subdivision and improvements thereon owned by each Lot Owner

h Lot Owner shall mean the record fee simple title holder of a Lot whether one or more persons or entities but shall not include mortgagees unless the mortgagee has acquired title by foreclosure or in lieu of foreclosure

2 PROPERTY USAGE RIGHTS

a Lot Owner's Rights Each Lot Owner shall have all rights and title of a fee simple owner of real property, subject only to the covenants contained in this Declaration No Lot Owner shall make any exterior or structural change to the improvements constructed on any Lot by Developer nor make any change to any other exterior aspect of any lot without the Association's consent

b Common Area Rights Developer may retain legal title to the Common Areas until three (3) years after the sale of the first lot, at which time legal title shall be conveyed to the Association. Developer may convey the Common Areas to the

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Association earlier if Developer determines that the Association is sufficiently self-sustaining Each Member of the Association shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions

(i) The right of the Association to impose reasonable limits upon the number of guests who may use these facilities,

(ii) The right of the Association to suspend the voting and user rights to facilities of any Lot Owner who is in violation of this Declaration or the Rules and Regulations of the Association,

(iii) The right of Developer and of the Association to grant easements in and to the Common Area for utility and cable television services and other public uses which will benefit the community as a whole,

(iv) The right of the Association to borrow money for the purpose of improving the Common Area and for performing its maintenance responsibility on lot improvements required by this Declaration, for acquiring additional common areas or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage covering all or any portion of the Common Area, provided, further, that the lien and encumbrance of any such mortgage shall be subordinate to the rights of the Lot Owners under this Declaration

c Easement for Utilities There shall exist across each Lot an easement of sufficient width and length to allow for the installation, repair, and maintenance of all sewer lines, utilities, electrical and cable television service by the Developer or the Association Each Lot Owner shall have the right to ingress and egress over all roads and sidewalks in the Community necessary for access to the Lot Owner's lot and shall have the right to lateral support for the dwelling located on the Lot Owner's Lot

d Guests and Invitees Each Lot Owner, subject to the restrictions of the Association's By-laws, rules and/or regulations, may delegate the Lot Owner's right to use and enjoy the Common facilities to family members, tenants, social and business invitees

e Limitation Upon Use of Common Area No Lot Owner may plant, garden or erect or maintain fences, hedges, walls or other improvements upon the Common Areas or upon his Lot except those improvements installed by Developer in connection with the development of the property or approved by the Association The Association's Board of Directors may establish reasonable rules and regulations concerning the use of the Common Areas and facilities and concerning each Lot Owner's lot

f. Drainage Each Lot Owner shall have a drainage easement across each and every lot for the natural flow of rain water run-off and no structure, digging or activity conducted by a Lot Owner may interfere with said drainage

3 PARTY WALLS The walls to be located along the boundaries between the adjoining Lots shall exist and be used and maintained as party walls forever in and for the benefit and use of Lots one (1) through forth (40), inclusive. The future Lot Owners shall make no structural changes to said party walls and shall not damage nor remove any portion of said party walls and each Lot Owner shall maintain and repair the portion of the party walls within his lot. In the event of damage to the party walls by fire or other casualty or by the elements or by any occurrence not caused by any act or omission of any Lot Owners or a licensee or invitee of any Lot Owner, the cost of repair to or deterioration of the party walls shall be borne equally by the Lot Owner using the particular damaged party wall(s). Damage resulting from any act or omission of a Lot Owner or his licensee or invitee shall be repaired by said Lot Owner within a reasonable time utilizing comparable materials in quality and quantity, time being of the essence. Any dispute concerning comparability and/or liability for the casualty shall be resolved by the Association.

4 COMMON ROOFS The common roofs covering the buildings on the lots shall exist and be used and maintained as common roofs forever in and for the benefit and use of the Lot Owners. The Lot Owners shall make no structural changes in said common roofs. In the event of damage to the common roofs by fire, lightning, windstorm, accidents, willful or negligent acts of individuals, or any other casualty, the repair of such roof shall be the responsibility of the Lot Owners of the Lots underlying the damaged roof. Lot Owners shall be responsible for insuring the roofs over their individual buildings against such hazards. The repair and maintenance of roofing materials which deteriorate as the result of age and weathering, however, shall be the responsibility of the Association if the owner of the unit requiring such repair and maintenance is a member in good standing. The Board of Directors may delay repairs and maintenance on a roof until the Lot Owner becomes current in paying fees and assessments levied by the Association. The cost of roof maintenance to prevent or stop leaks and to maintain a uniform appearance shall be borne equally by all members of the Association, as provided in the Association's Bylaws. It will be the responsibility of the Lot Owner to notify the Association's Board of Directors or Property Manager when maintenance is necessary to prevent water damage to the townhouse unit. Damage to the common roofs as the result of accident, casualty, or the willful or negligent acts of individuals shall be promptly repaired by the Lot Owner(s) of the Lot(s) over which the Common Roofs have been damaged. The Owner(s) shall complete the repairs in a reasonable time, utilizing comparable materials in quantity and quality, time being of the essence. Any dispute concerning comparability and/or liability for the casualty shall be resolved by the Association's Board of Directors.

4 HOMEOWNERS' ASSOCIATION

a **Members** Every Lot Owner is bound to and hereby agrees that he/she shall accept membership in the Colony Oaks Homeowners Association and does hereby agree to be bound by this declaration, the Bylaws of the Association and the rules and regulations enacted pursuant thereto. Membership is automatic upon acquisition of

ownership of a Lot and may not be transferred apart and separate from a transfer of the ownership of the Lot. Membership shall not run to persons who hold an interest in a lot merely as security for performance of an obligation.

b. Voting Each Lot Owner shall be entitled to one vote, which shall be cast by the respective Lot Owner, if that Lot Owner is current in paying monthly fees and special assessments levied by the Association. To be considered a member in good standing, with voting rights, the Lot Owner can be no more than one month behind in paying the Association's fees and special assessments. If a meeting takes place in the second week in January, for instance, Lot Owners who would be entitled to vote could not owe fees or special assessment payments beyond those due on January 1st. Those who owed fees or assessments for December or any previous month would be considered members who are not in good standing and would be ineligible to vote. In the event a Lot is owned by more than one Owner, the Owners of such Lot may split their vote, with each owner voting his or her ownership proportionately. Voting may be by proxy in accordance with the provisions of the Bylaws of the Association.

c. Developer The Developer shall make all Association decisions until the Common Areas are conveyed to the Association pursuant to paragraph 2 (b) above.

d. Powers The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including but not limited to the power to buy and convey real property, enter into contracts, adopt rules and regulations for the general well-being of the Community, penalize delinquent members, obtain and maintain such policies of insurance as are required by this Declaration and such other policies as the Board of Directors deems necessary and desirable for the protection of the Association and its Members, and the power to borrow money for the purpose of improving the Common Area and for performance of its maintenance responsibility on lot improvements required by this Declaration.

6. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

a. Maintenance The Association shall maintain and keep in good repair the Common Area and the Area of Common Responsibility and for this purpose may levy assessments described hereafter.

b. Enforcement. The Association may enforce the provisions of this Declaration by appropriate means, including but without limitation the expenditure of funds of the Association for the employment of legal counsel, the commencement of legal actions and the promulgation of Association rules and regulations.

c. Utilities The Association may obtain all utility service necessary for the Common Area and Area of Common Responsibility.

d. Easements The Association may grant easements for ingress and egress, over the Common Areas and any portion thereof when necessary for utility service to serve the Community

e. Painting and Exterior Maintenance The deterioration of any townhouse unit damages the value of all units and each member's investment therein. Painting and exterior maintenance of all townhouse units shall be performed by the Association at the expense of the Association. All work to be done shall be decided and directed by the Board of Directors, in keeping with the spirit and intent of the policies set out in this Declaration and in the Association's Bylaws. If a member is more than one month delinquent in paying monthly fees and assessments levied by the Association, the Board of Directors at its discretion may delay exterior maintenance on that unit until all delinquent fees and assessments are current.

All costs for painting and exterior maintenance of townhouse units shall be borne equally by all members. Nothing herein shall preclude the Association, however, from giving discounts to members who prepay special assessments imposed for such purpose, where funds are borrowed from a lender to finance members' special assessments, nor shall the Association be precluded from imposing interest and finance charges as part of such a special assessment against only those members who finance their special assessment through Association borrowed monies.

The exterior shall be considered the "skin" of the building -- the outer three-quarters of an inch of each townhouse unit -- which includes exterior wood and stucco surfaces, roofing materials, and frames of windows and doors, and excludes the surfaces and materials beginning immediately under the skin, decorative lattice-work covering the openings to crawlspaces under each townhouse unit, the floors and interior walls of decks appended to each townhouse unit and the entirety of platforms appended to each townhouse unit for the purpose of storing heating/air conditioning units. It will be the responsibility of the Lot Owner to promptly notify the Association's Board of Directors or Property Manager when exterior maintenance is necessary to prevent damage to the surfaces and materials under the skin of the townhouse unit. The Association shall be responsible for regular maintenance to protect the exterior from water intrusion and weathering. Such maintenance shall include painting, caulking, filling of cracks, patching of roofs to stop leaks, and replacement of exterior materials that have rotted or deteriorated as the result of the aging and weathering process. Exterior maintenance to be performed by the Association shall also include periodic pressure-washing to remove mold, dirt and mildew, cleaning of gutters and downspouts, the removal of vines from wood wall surfaces, and other periodic chores determined by the Board of Directors to enhance the appearance and protect the value of individual units. Exterior maintenance by the Association shall include lawn and landscaping care. The maintenance of plants in the planter boxes outside each garage and all plants inside the front gate of each unit, however, shall be the responsibility of the individual owner.

Exterior maintenance by the Association specifically excludes damage that is the result of flooding, windstorm, fire, lightning, other acts of God, structural failure, water leaks from pipes or plumbing fixtures, accidents, and willful or negligent acts of individuals

Each member is responsible for insuring his or her townhouse unit against all hazards which are not the result of the natural weathering and aging process. The cost of repairing or replacing doors, windows, roofs and exterior materials which are damaged or destroyed by such hazards shall be borne by the individual owner.

Such exterior maintenance by the Association shall also specifically exclude mechanical and electrical repairs to equipment such as heat pumps, garage door openers and electrical fixtures. Maintenance, repair and replacement of mechanical and electrical equipment shall be the responsibility of the individual owner.

f Termites When at least two licensed exterminators determine that a townhouse unit is infested with termites; and that the only successful method of eliminating the termites requires treating the entire building, then the Association shall bear the cost of said treatment. Individual owners of units within that building shall cooperate in vacating the premises during treatment and removing any possessions from their units required by said treatment. Any costs involved in vacating the premises or removing possessions shall be borne by the individual lot owner. If termite infestation discovered in a townhouse unit can, in the opinion of at least two licensed exterminators, be successfully treated within that single unit, then the owner of that unit shall bear the cost of said treatment. Annual insurance premiums to cover the cost of re-treating an entire building for termite infestation shall be paid by the Association. It will be the responsibility of the Lot Owner to promptly notify the Association's Board of Directors or Property Manager when the inspection for termites appears necessary to prevent infestation or to require treatment to one or more townhouse units.

g Additional Improvements Any additional improvements to a Lot by a Lot Owner, including but not limited to screening, awnings, new construction and new landscaping, shall be undertaken only by the Developer or pursuant to the Association's approval.

h Damage to Area of Common Responsibility In the event the Board of Directors of the Association determines that any Lot Owner has failed or refused to discharge properly his obligation with respect to the maintenance, repair, or replacement of any items for which a Lot Owner is responsible or finds that any Lot Owner is responsible for damage to the Common Area or the Area of Common Responsibility that is not covered by insurance, the Association shall give the Lot Owner written notice by certified mail, postage prepaid, return receipt requested, of the Association's intent to provide the necessary maintenance, repair or replacement at the Lot Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Lot Owner shall have fifteen (15) days from the date of mailing the notice to complete the maintenance, repair or replacement in a manner acceptable to the Board of Directors or appear before the Board to contest its

determination. If the Lot Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Lot Owner's sole cost and expense and the cost shall be added to and become a part of the assessment for which the Lot Owner is responsible and shall become a lien against the lot of the Lot Owner enforceable by the Association. All costs of collection, including a reasonable attorney fee, shall be added to said Lot Owner's assessment.

l Insurance The Association shall obtain the insurance it deems necessary, to the extent reasonably available, including but not limited to the following policies of insurance (i) fire and extended coverage insurance on all improvements upon the Common Areas and Areas of common Responsibility in the amount of one hundred percent (100%) of the full insurance replacement cost value of the improvements, (ii) general comprehensive public liability insurance against the Association and any other person with respect to the liability occurring upon the Common Areas or the Areas of Common Responsibility based upon or arising out of the Association's ownership or use of the Common Areas and Areas of Common Responsibility. The limits of liability shall not be less than \$1,000,000.00 / occurrence with respect to bodily injury and not less than \$100,000.00 / occurrence with respect to property damage. The liability insurance shall name as separately protected insured the Developer, the Association, the Association Members, the Board of Directors, and the Association's employees, officers, agents and representatives.

7 RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

a Single Family Residential Use No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Community other than single family dwellings without Association approval.

b Lawful Use No part of the Community may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor to disturb occupants of an adjoining property within the Community, nor to constitute a nuisance, nor resulting in a violation of any public law, ordinance or regulation in any way applicable thereto. No Lot shall be used in any way directly or indirectly for any business, commercial, or manufacturing enterprise or any other purpose incompatible with single family residential use.

c Maintenance All buildings and other structures within the Community and each portion thereof shall at all time be well and properly maintained in good condition and repair by the Lot Owner or the Association in accordance with their respective duties described above.

d Temporary Buildings and Building Materials No shed, tent, temporary buildings or metal storage structures shall be erected, maintained or used on any property within the Community.

e Vehicles Unless the Board of Directors makes a special exception, no mobile home, boat, truck, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired on any property within the Community in such a manner as to be visible from any neighboring property except on a temporary basis, all of the foregoing must be kept in the Lot Owner's garage

f Animals No animals, fowl, reptiles or poultry shall be kept within the community, except not more than two domestic dogs or cats or a reasonable number of birds may be kept as household pets, provided they are not kept, bred, or raised thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept within the Lot Owner's unit when not being walked, shall be leashed while being walked in the common area in front of Colony Oaks units, and shall not be walked on a leash or otherwise allowed to roam the common areas behind or beside Colony Oaks units

g Signs After original occupancy no signs are permitted in the Community, except address and name identification signs meeting the approval of the Association and one reasonably sized sign advertising the Lot Owner's Lot for sale

h Rubbish No rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Community. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All sanitary containers shall be enclosed or fenced in such a manner that the sanitary containers will not be visible from any neighboring property or street. Sanitary containers and bundles of trash may be set out for a reasonable period of time before and after scheduled trash pick-up times

i Clotheslines Clotheslines are not permitted

j Antennas No outside television or other type of antennas shall be installed, except antennas to receive direct broadcast satellite (DBS) transmission of television signals. Any lot owner may install one DBS antenna, so long as it is no more than 18 inches in diameter and is not visible from the front of the unit. The lot owner shall place the antenna so it is as inconspicuous as possible, when viewed from the rear or from the side of the unit

8 PROPERTY OWNERS' ASSESSMENTS.

a Purpose Assessments for common expenses provided for herein shall be used for the general purposes of promoting recreation, safety, health and common benefit and enjoyment of the Lot Owners and occupants of residences and to maintain the community in the fashion that may be specifically authorized from time to time by the Board of Directors and to enforce these covenants

b Creation of Lien and Personal Obligation Each Lot Owner by acceptance of a deed, whether or not it is expressed in the deed, covenants and agrees to pay the Association

(i) Monthly assessments and charges;

(ii) Special assessments to be established and collected as hereinafter provided, which include special assessments against any particular Lot for reasonable fines that may be imposed

All assessments and costs of collection for delinquent assessments, along with interest on the delinquent assessments and a reasonable attorney's fee, shall be charged on the Lots and shall be a continuing lien upon the Lot against which the assessment is made. Each assessment, together with interest, cost and a reasonable attorney's fee, shall also be the personal obligation of each person who is the Lot Owner at the time the assessment is levied. Each Lot Owner shall be liable for his/her portion of each assessment, and his/her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors and, unless otherwise provided by the Board, shall be paid in monthly installments.

c Assessments It shall be the duty of the Board of Directors to draw up a proposed annual budget for presentation to the members at the Association's annual meeting. The budget shall include one account for operations and a separate account for major projects which require a special assessment. Expenses for both accounts shall be assessed against each Lot by the Association at the annual meeting of the members. The monthly assessment established at the annual meeting can be changed by the Board of Directors, provided that any such change is approved by a majority of the members in good standing present at a meeting of the membership called to vote on changing the assessment. Meetings called to consider changing the monthly assessment shall require the same notice and quorum present as the annual general membership meeting, as set forth in the Bylaws of the Association. Association expenses shall include but not be limited to.

(i) Maintenance and repair of roads, sidewalks, sewer lines, utility lines,

(ii) Real estate taxes and other fees on property owned by the Association,

(iii) Lawn, landscaping and external unit maintenance,

(iv) Common Area management and maintenance;

(v) Insurance as provided herein or as subsequently determined by the Association

Each Lot Owner shall be responsible for one/fortieth (1/40) of the total of the common expenses. Assessments shall be collected on a monthly basis by the Association.

d Special Assessments In addition to the monthly assessments authorized above for common expenses, the Board of Directors may levy one (1) special assessment per calendar year for major repairs or improvements, provided that any such assessment shall have the approval of a majority of the members in good standing at the annual meeting or a meeting of the membership called to vote on such an assessment. The levy for a special assessment may be spread over a period of time. Meetings called to consider special assessments shall require the same notice and quorum present as the annual general membership meeting, as set forth in the Bylaws of the Association.

e Liens for Assessments All sums assessed against any Lot, including fines and penalties imposed, pursuant to this Declaration, together with interest as provided herein shall be secured by a lien upon such Lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Lot, except for liens of ad valorem taxes and mortgages held by recognized lending institutions. Persons other than recognized lending institutions acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the Public Records shall be deemed to consent to the liens and assessments of the Association and the subsequent lien shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in the amount the Board may determine from time to time. If the assessment has not been paid within thirty (30) days, the assessment lien shall commence to include interest on the principal amount, plus late charges, at the rate of ten percent, plus costs of collection, including a reasonable attorney's fee. In the event that the assessment remains unpaid after sixty (60) days, the Association may commence legal action to collect the assessment or to foreclose its lien. Each Lot Owner by his/her acceptance of a deed to a lot vests in the Association or its agents the right and power to bring all actions against him/her personally for the collection of such charges. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Lot Owners.

f Exempt Property The assessments, charges and liens created under this Article shall not apply to the Common Areas or the Areas of Common Responsibility nor shall the assessment apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

9 GENERAL PROVISIONS

a Runs with the Land - Modification and Termination This Declaration is to run with the Land and shall be binding on all parties and persons claiming under it. The covenants and restrictions of this Declaration may be amended by the Board of Directors of the Association with an attached certification that the amendment and/or termination has been approved by a majority of the Members in good standing of the Association.

b Interpretation Unless the context otherwise requires, the use of the singular shall include the plural, and vice-versa; the use of one gender shall include all genders, and the use of "including" shall mean "including but not limited to". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

c Dispute resolution Any dispute which arises between a member and the Association and which cannot otherwise be resolved shall be decided by arbitration, pursuant to Chapter 684, Florida Statutes

IN WITNESS WHEREOF, COLONY OAKS HOMEOWNERS ASSOCIATION, INC has caused this Amended Declaration of Covenants, Conditions and Restrictions to be executed by its President and its Secretary and its corporate seal affixed as of the date attested below

COLONY OAKS HOMEOWNERS ASSOCIATION, INC
(seal)

by J. G. Ted May
Ted May, President

by M. Lou Barr
Mary Lou Barr, Secretary

State of Florida
County of Hillsborough

Before me, the undersigned authority, personally appeared Ted May and Mary Lou Barr, who are the President and Secretary, respectively, of Colony Oaks Homeowners Association, Inc and they acknowledged before me that they executed this Declaration on behalf of Colony Oaks Homeowners Association Inc

In witness whereof, I have hereunto set my hand and official seal this 14th day of March 2000

JAY A. BRYSON Notary Public

My Commission Expires

