

suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the DEVELOPER's prior written consent. After the DEVELOPER no longer owns any portion of the Property, written consent must be obtained from the ASSOCIATION.

Section 8. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a slightly manner consistent with the DEVELOPER's plan for beautification of the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 9. Common Property. Nothing shall be stored, constructed within or removed from the Common Property other than by the DEVELOPER, except with the prior written approval of the BOARD.

Section 10. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

Section 11. Conservation and Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Conservation and Drainage Areas without the prior written permission of the ASSOCIATION. Nothing herein shall prohibit the DEVELOPER from constructing or creating improvements or making changes, alterations or revisions in the Conservation and Drainage Areas for the purposes of improving the flow or increasing the volume of water therein or otherwise complying with applicable governmental permits.

(b) No OWNER shall deny or prevent ingress and egress by the DEVELOPER or the ASSOCIATION to any portion of the Conservation and Drainage Areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically

reserved and created in favor of the DEVELOPER, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Parcel shall be increased in size by filling in any portion of the Conservation and Drainage Areas to which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change any portion of the Conservation and Drainage Areas without the prior written consent of the ASSOCIATION or the DEVELOPER.

(d) No wall, fence, paving, planting or other improvement shall be placed by an OWNER within any portion of the Conservation and Drainage Areas or any other drainage area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access. The cost of removing any wall improperly placed shall be paid for by such OWNER as a Special Assessment.

(e) No owner of property within the THOUSAND OAKS may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, F.A.C.

(f) It is the lot owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any questions regarding authorized activities within the wet detention pond to the Southwest Florida Water Management district, Bartow Permitting Department.

Section 12. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the ASSOCIATION and their owners shall be held accountable for their actions.

Commercial activities involving pets shall not be allowed. The ASSOCIATION or the DEVELOPER may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 13. Signs. Except for "For Sale" or "For Rent" signs, no signs, freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 14. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in fenced-in areas or landscaped areas so that they are not visible from any adjoining Lot or any Street. Adequate landscaping shall be installed and maintained by the OWNER. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 15. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

Section 16. Maintenance of the Property. In order to maintain the standards of Thousand Oaks, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, the ARB, the DEVELOPER and/or the ASSOCIATION shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER and/or the ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER or the ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION. If the OWNER fails to reimburse the ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION, the ASSOCIATION shall levy a Special Assessment

against the Lot as provided in Article V. Such entry by the DEVELOPER or the ASSOCIATION or its agents shall not be a trespass.

Section 17. Vehicles and Recreational Equipment. No commercial vehicle, or mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or vans, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the DEVELOPER has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the ASSOCIATION.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if (i) it remains in violation for a period of twenty-four (24) consecutive hours or (ii) it remains in violation for a period of forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 18. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 19. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 20. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 21. Right-of-Way Prohibition. No Lot nor any portion of any Lot may be used for Right-of-Way purposes except with the DEVELOPER'S prior written consent.

Section 22. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the BOARD, whose decision shall be final.

Section 23. Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within Thousand Oaks. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article V. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

Section 24. Exculpation of the DEVELOPER, the BOARD and the ASSOCIATION. The DEVELOPER, the BOARD and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 25. Other Restrictions. The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the ASSOCIATION modifies or changes restrictions set forth by the ARB.

Section 26. No Implied Waiver. The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any

other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

Section 27. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article XI by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION as provided in the Bylaws. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and shall be treated as a Special Assessment as provided in Article VI.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. All Purpose Easement Reservation. In addition to the easements (drainage, utility, etc.) shown on the Plat of Thousand Oaks, the Developer does hereby reserve a five (5) foot easement along all boundary Lot lines for drainage and utility purposes together with an easement for ingress and egress to enter upon such easement area to install, maintain, repair and/or replace any drainage and/or utility facilities within such easement area.

Section 2. Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration. It is understood that the ASSOCIATION has been formed as a property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Section 3. Certificate of Termination of Interest in Thousand Oaks. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and

terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; and (4) all veto powers set forth in this Declaration. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Polk County, Florida, of an instrument entitled Certificate of Termination of Interest in Thousand Oaks. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Lot, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to Thousand Oaks than those of any other OWNER of a Lot. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Section 4. Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 5. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 6. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration, unless within such time, one hundred percent (100%) of the MEMBERS of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and the MEMBERS establish a method of taking care of the Common Property which is acceptable to the City of Polk County, Florida and the Southwest Florida Water Management District. After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this Declaration and such termination is approved by Polk County. Any termination of this Declaration shall be

effective on the date the instrument of termination is recorded in the Public Records of Polk County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DEVELOPER so long as the DEVELOPER owns any portion of the Property.

Section 7. Amendments of this Declaration. This Declaration may be amended at any time upon the approval of at least two-thirds (2/3) of the owners as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION.

Notwithstanding the above rights to amend this Declaration, no amendment to this Declaration which affects the surface water management system or the Conservation Areas or any portion of the balance of the Common Property used for surface water management shall be effective unless such amendment has the prior written approval of the Southwest Florida Water Management District.

Section 8. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 9. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Polk County, Florida.

Section 10. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 11. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 12. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 13. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the

last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Section 14. FHA/VA Approval. Notwithstanding anything to the contrary herein, as long as there is a Class B Membership, the following actions will require the approval of the Federal Housing Administration and the Veteran's Administration: annexation of additional properties, dedication of Common Property, and any amendment to this Declaration of Protective Covenants and Restrictions for THOUSAND OAKS HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.

Section 15. Easements. To the extent that easements over, upon or under the Common Property are necessary so as to provide utility services to the Property, the Association and each Owner, and his or her heirs, successors and assigns, do hereby designate and appoint the Developer as agent and attorney-in-fact, which is coupled with an interest, with full power in its name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the use by the Owners of the Common Property.

Easements for access, installation and maintenance of utilities, drainage and retention areas, conservation areas, signage areas, conservation buffer areas and screening walls, walls and landscape areas, are reserved as shown on any recorded plat or as heretofore granted by the Developer. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels or which may be inconsistent with the plans for open space areas, landscape areas, buffer areas, conservation areas, signage areas and screening walls, walls and landscape areas. The easement areas of each Lot, any drainage swales on a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for: (a) those improvements for which a public authority or utility company is responsible; and (b) those established to provide for the operation and maintenance of the Retention Area and Drainage Easement. The rights, privileges, and easement granted by this Section shall not be exercised in a manner inconsistent to the establishment and operation of a MSTU. The Developer has or will grant a conservation easement to ensure that the Conservation and Drainage Tracts remain in their natural state in perpetuity.

Section 16. Landscape, Wall, Signage and Utility Tracts and Signage and Utility Tracts. There is hereby reserved and granted to the Developer and the Association, their agents, employees, successors and assigns the right and privilege to construct, improve and maintain a screening wall and landscape buffer signage or utilities over, upon and across the portion of the Property

designated on the Plat of THOUSAND OAKS, Phase 1, as "The Landscape, Wall, Signage, and Utility Tract and Signage and Utility Tracts.

The Developer and the ASSOCIATION, their successors, agents, employees, and assigns further reserve and are hereby granted an easement across all Lots and Tracts contiguous to and including the Landscape, Wall, Signage and Utility Tracts and Signage and Utility Tracts for the purpose of ingress and egress to and from the Landscape, Wall, Signage, and Utility Tracts and Signage and Utility Tracts provided that such easement shall not restrict any Owner in the reasonable use and enjoyment of his or her Lot.

Section 17. Easement over Lots. The Developer hereby reserves unto itself the right to grant a perpetual easement to itself or any other entity over every Lot. This right shall remain with the Developer so long as Developer owns any Lot in the Plat whether or not any such Lot has been conveyed to another party and regardless of whether this right is stated in the deed of conveyance. The Developer shall not be entitled to grant easements over any particular Lot titled in another in such a manner so as to interfere with the reasonable use of said Lot for construction of a residence or a swimming pool, decking or screened enclosure. The Developer shall not be entitled to grant easements over that portion of a Lot which is contained within the boundaries of a Single Family Detached Residence or a swimming pool, decking or screened enclosure.

Section 18. Sidewalks. All sidewalks shall be maintained by the ASSOCIATION. The Developer, ASSOCIATION, Agents, or Employees of same shall have the right of access to any Lot for the purpose of maintaining said sidewalk.

Section 19. Walls located on the Property. The Developer may place, build, erect and/or install such walls or fences upon such easements as may exist or which may be established along the Lot lines, and adjacent to water retention areas, landscape buffer areas, conservation areas and conservation buffer areas, and signage areas, located on the Property, which the Developer deems necessary or desirable. No Owner, without the express written consent of the Developer, shall paint, deface, change or renovate such walls or fences in any manner whatsoever, nor shall any attachment be made thereto. The Developer, ASSOCIATION, Agents or Employees of same shall have the right of access to any Lot for the purpose of maintaining said wall or fence.

IN WITNESS WHEREOF, the DEVELOPER, F.A.S. International, LC, a Florida limited corporation, has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

F.A.S. International, LC, a
Florida limited corporation,
2414 Mandan Trail
Winter Park, Florida 32789

sign name

BY: _____
FELIX A. SMOLKA, President

print name

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____
day of _____, 1994 by FELIX A. SMOLKA, as President of
F.A.S. INTERNATIONAL, LC, a Florida limited corporation, on behalf
of the corporation. He is personally know to me or has produced
_____ as identification.

NOTARY PUBLIC

sign _____

print _____
State of Florida at Large (Seal)
My Commission Expires: