

as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 17. "Structure" shall mean:

(a) Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, permanent living quarters or any other temporary or permanent improvement to such Lot.

(b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any nature or wash or drainage channel from, upon or across any Lot.

Section 18. "Wall and Planter Easement" shall mean the perpetual easements for construction and maintenance of walls, landscaping, signs and appurtenances thereto as shown on the Plat.

Section 19. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

ARTICLE II

COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association real

property in fee simple to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declarant and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner 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; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the voting rights and right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the rules of the Association.

(c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services,

including gas and cable television and other public uses which benefit the subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility; or, subject to such conditions as may be agreed to by the lot Owners, to any other Person for such purposes.

Section 3. Responsibilities of the Association. Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically (if applicable) the surface water management system as permitted by the Southwest Florida Management District including all lakes, retention ponds, culverts and related appurtenances. In the event that any portion of the Property constitutes an area subject to the jurisdiction of the Southwest Florida Water Management District, no owner shall undertake any action regarding authorized activities within those areas without first obtaining the approval of the Southwest Florida Management District, Tampa Permitting Department. Neither the Association nor an Owner may remove any native vegetation

(including, without limitation, cattails) that become established within any area subject to the jurisdiction of the Southwest Florida Water Management District.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the Homeowners Association Rules, his right of enjoyment of the Common Areas and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Areas shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

ARTICLE III

THE LINKS HOMEOWNERS' ASSOCIATION, INC.

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.