# COPPERFIELD AT TAMPA HOMEOWNERS' ASSOCIATION, INC.

### <u>COPPERFIELD AT TAMPA HOMEOWNERS' ASSOCIATION, INC.</u> <u>INDEX OF GOVERNING DOCUMENTS</u>

	<b>DOCUMENT</b>	<b>DATED</b>	<u>RECORDED</u>
1.	Notice and Claim (Preservation), Pursuant to Chap 712S.S Statement of Marketable Title Action	3/19/14	4/29/14 O.R. 22545 P.G. 212-243
2.	Declaration of Covenants, Conditions and Restrictions of Copperfield at Tampa Homeowners' Association	4/29/85	6/17/85 O.R. 4580, P.G. 1839-1857
3.	Supplemental Declaration of Covenants, Conditions, and Restrictions (Annexation of Unit 2)	7/786	7/11/86 O.R. 4860 P.G. 0121-0127
4.	Articles of Incorporation Copperfield at Tampa Homeowners' Association, Inc.	5/23/85	11/21/11 O.R. 20815 P.G. 1304-1334
5.	By Laws of Copperfield at Tampa Homeowners' Association, Inc.	5/1/85	11/21/11 O.R. 20815 P.G. 1304-1334
6.	Amendment to By Laws, Copperfield at Tampa Homeowners' Association, Inc. (Right to make rules and regulations) (Vehicle rules)	4/21/99 )	5/11/99 O.R. 09622 P.G. 1613-1615
7.	Amendment to By-Laws Copperfield at Tampa Homeowners Association, Inc. (Vehicle rules – parking)	9/21/11	11/21/11 O.R. 20815 P.G. 1304-1334

#### INSTRUMENT#: 2014142874, O BK 22545 PG 212-243 04/29/2014 at 02:09:08 PM, DEPUTY CLERK: MPEDRERO Pat Frank, Clerk of the Circuit Court Hillsborough County

# NOTICE AND CLAIM PURSUANT TO §§712.05 and 712.06, Florida Statutes

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This Notice and Claim pursuant to \$\$712.05 and 712.06, Florida Statutes is made this 1244 day of 1246-244, 2014, by Copperfield at Tampa Homeowner's Association, Inc., a not-for-profit corporation.

### RECITALS

WHEREAS, Copperfield at Tampa is a platted subdivision in Hillsborough County, Florida, appearing in Plat Book 57, Pages 55-1 through 55-5, and Plat Book 60, Pages 17-1 through 17-5, with an affidavit confirming error and omission on recorded Plat recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4906, beginning at Page 1372;

WHEREAS, Copperfield at Tampa Homeowner's Association, Inc., is a Florida not-forprofit corporation, wishes to preserve the Declaration of Covenants, Conditions and Restrictionsof the Copperfield at Tampa-Subdivision recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4580, beginning at Page 1839, as amended from time to time, with respect to the lands and real property described hereinabove and hereinbelow pursuant to Fla.Stat. §§712.05 and 712.06;

NOW THEREFORE, Copperfield at Tampa Homeowner's Association, Inc., declares and provides notice that every portion of the lands and real property described hereinabove and hereinbelow shall remain subject to the Declaration of Covenants, Conditions and Restrictions of Copperfield at Tampa, said Declaration being recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4580, beginning at Page 1839, as said Declaration is amended from time to time, pursuant to the provisions of <u>Fla.Stat.</u> §§712.05 and 712.06, as hereinafter set forth below by the recording of this instrument and the Statement of Marketable Title Action attached hereto as Exhibit "A".

1. General Provisions: The foregoing recitals are true and correct and incorporated into and form a part of this Notice and Claim pursuant to <u>Fla.Stat.</u> §§712.05 and 712.06.

2. Name and address: The name of the homeowners association desiring to preserve the covenants and restrictions described hereinabove and hereinbelow is Copperfield at Tampa Homeowner's Association, Inc., a not-for-profit Florida corporation, and its address is c/o The Trowbridge Company, P.O. Box 273708, Tampa, Florida 33688. In addition, the names and post office addresses of the owners of all lands and real property affected by this Notice and Claim is attached hereto as Exhibit "B".

3. Affidavit: An Affidavit executed by an appropriate member of the Board of Directors of Copperfield at Tampa Homeowner's Association, Inc., affirming that the Board of Directors of Copperfield at Tampa Homeowner's Association, Inc., caused a Statement of Marketable Title Action substantial in the form attached hereto as Exhibit "A" and as is required by <u>Fla.Stat.</u> §712.06(1)(b) was mailed or hand delivered to the members of Copperfield at Tampa

Homeowner's Association, Inc., is attached to this instrument as Exhibit "C" and is incorporated herein by reference to satisfy the requirements of <u>Fla.Stat.</u> §712.06(1)(b).

4. Legal Description: A full and complete description of all of the lands and real property affected by this Notice and Claim is attached as Exhibit "A", "B" and "C" to the Statement of Marketable Title Action which is attached hereto and incorporated herein by this reference.

5. Affected Instruments of Record: The instruments of record and recorded covenants and restrictions affected by this Notice and Claim are fully set forth in the Statement of Marketable Title Action attached hereto as Exhibit "A".

IN WITNESS WHEREOF, Copperfield at Tampa Homeowner's Association, Inc., has executed this Notice and Claim pursuant to <u>Fla.Stat.</u> §§712.05 and 712.06 on this <u>I GLA</u> day of MApLA.

Copperfield at Tampa Homeowner's Association,

President

Inc.

ONTEAPE Printed Name of Witness Signature of Witness I SCHAR IAPALVN Printed Name of Witness

#### STATE OF FLORIDA COUNTY OF HILLSBOROUGH

Sworn and subscribed before me on this  $\underline{PLA}$  day of  $\underline{PLAPLE}$ , 2014, by  $\underline{MAPL}$ , as President of Copperfield at Tampa Homeowner's Association, Inc. a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.

Notary Public

Printed Name of Notary Public

RONALD S. TROWBRIDGE MY COMMISSION # EE 103972 EXPIRES: June 17, 2015 Bonded Thru Notary Public Underwriters

My Commission Expires:

Page 2 of 3

Secretary

in neh SU Signature, of Witness Printed Name of Witness

#### STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this <u>I</u> day of <u>MADCU</u>, 2014, by <u>DONNICE</u> <u>DICART</u>, as Secretary of Copperfield at Tampa Homeowner's Association, Inc. a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.

Notary Public

My Commission Expires:

Printed Name of Notary Public

RONALD S. TROWBRIDGE MY COMMISSION # EE 103972 EXPIRES: June 17, 2015 Bonded Thru Notary Public Underwriters

### STATEMENT OF MARKETABLE TITLE ACTION

COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., (the Association), has taken action to ensure that the Declaration of Covenants, Conditions, and Restrictions of COPPERFIELD UNIT 1 and COPPERFIELD UNIT 2, recorded in the Official Records of Hillsborough County, Florida at Official Records Book 4580, beginning at Page 1839, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains their status as the source of Marketable Title with regard to the transfer of a member's residence. To this end, the Association shall cause this notice required by Chapter 712, <u>Fla.Stat.</u>, to be recorded in the Official Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding Official Records of the Association.

### **LEGAL DESCRIPTION**

A full and complete description of all land affected by this notice is attached hereto as Exhibits "A", "B" and "C".

The affected Instruments of Record are the following:

Declaration of Covenants, Conditions and Restrictions of COPPERFIELD AT TAMPA, recorded in the Official Records of Hillsborough County, Florida at Official Records Book 4580, beginning at Page 1839.

Supplemental Declaration of Covenants, Conditions and Restrictions of COPPERFIELD AT TAMPA, recorded in the Official Records of Hillsborough County, Florida at Official Records Book 4860, beginning at Page 121.

Certificate of Recordation of Articles of Incorporation and Bylaws of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 8612, beginning at Page 0262.

Certificate of Amendment to the Bylaws of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 09622, beginning at Page 1613.

Certificate of Second Amendment to the Bylaws and Certificate of Recording of the Articles of Incorporation and Bylaws of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 20773, beginning at Page 401.

Certificate of Second Amendment to the Bylaws and Certificate of Recording of the Articles of Incorporation and Bylaws of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., recorded in the Official Records of Hillsborough County, Florida, at. Official Records Book 20815, beginning at Page 1304.

#### <u>AFFIDAVIT</u>

Attached as Exhibit "C" to the Notice and Claim is an Affidavit verifying that a Notice of the Meeting of the Board of Directors at which a vote was taken to preserve the Declarations of Covenants, Conditions and Restrictions of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., was served upon all members of the Association as is required by <u>Fla.Stat.</u> §712.05. This Affidavit has been prepared and is being recorded pursuant to the requirements of <u>Fla.Stat.</u> §712.06(1)(b).

COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC. President Printed Name of Witnes Signature of Witness

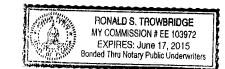
<u>AROLYN T. Sch</u> Printed Name of Witness

#### STATE OF FLORIDA COUNTY OF HILLSBOROUGH

Sworn and subscribed before me on this  $\underline{/q_{cl}}$  day of  $\underline{/HACL}$ , 2014, by  $\underline{/HACTRLD}$ , as President of Copperfield at Tampa Homeowner's Association, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.

Notary Public

Printed Name of Notary Public



My Commission Expires:

Page 2 of 3

Secretary

Printed Name of Witness arol Signature of Witness Sc CAROLIN Printed Name of Witness

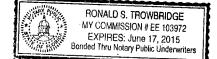
#### STATE OF FLORIDA COUNTY OF HILLSBOROUGH

Sworn and subscribed before me on this 1 Pt day of 1 APC1, 2014, by <u>DUNICE ACANT</u>, as Secretary of Copperfield at Tampa Homeowner's Association, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.

Notary Public

Printed Name of Notary Public

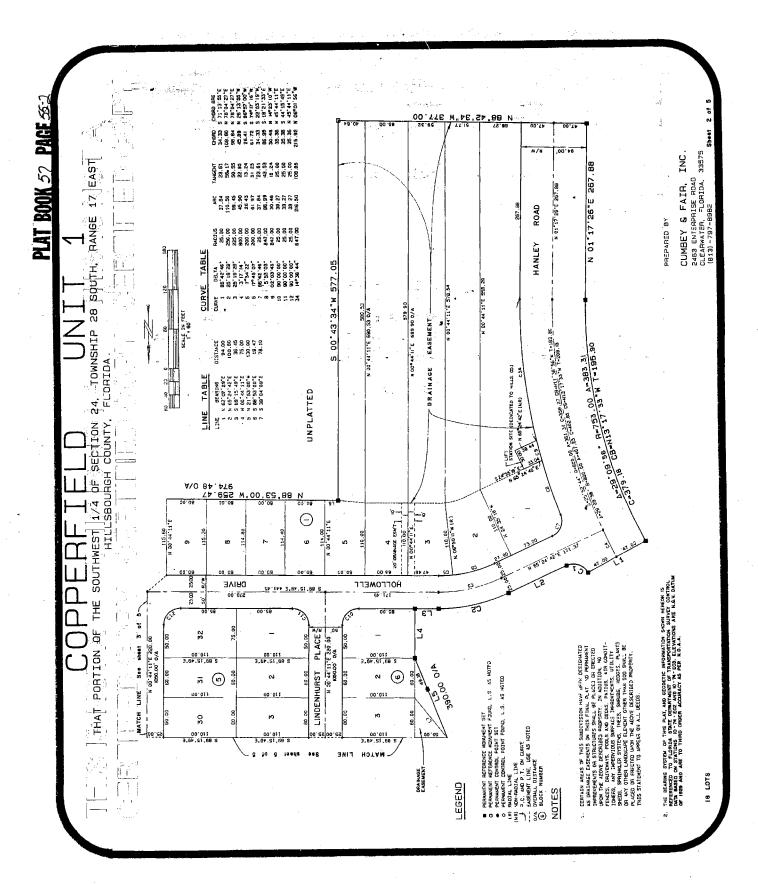
My Commission Expires:



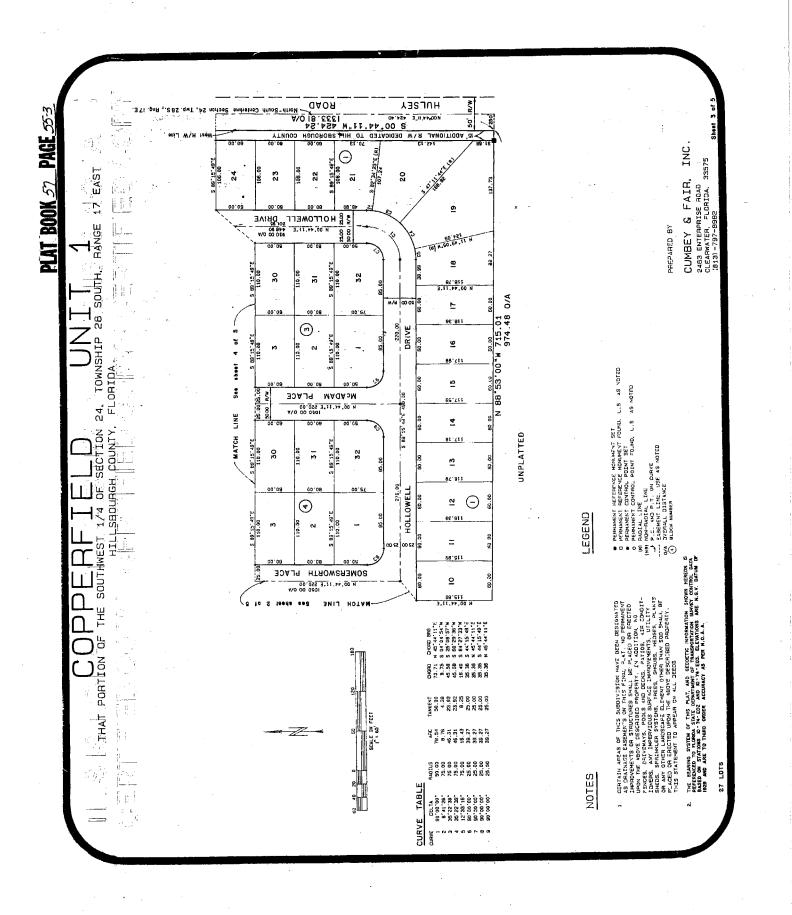
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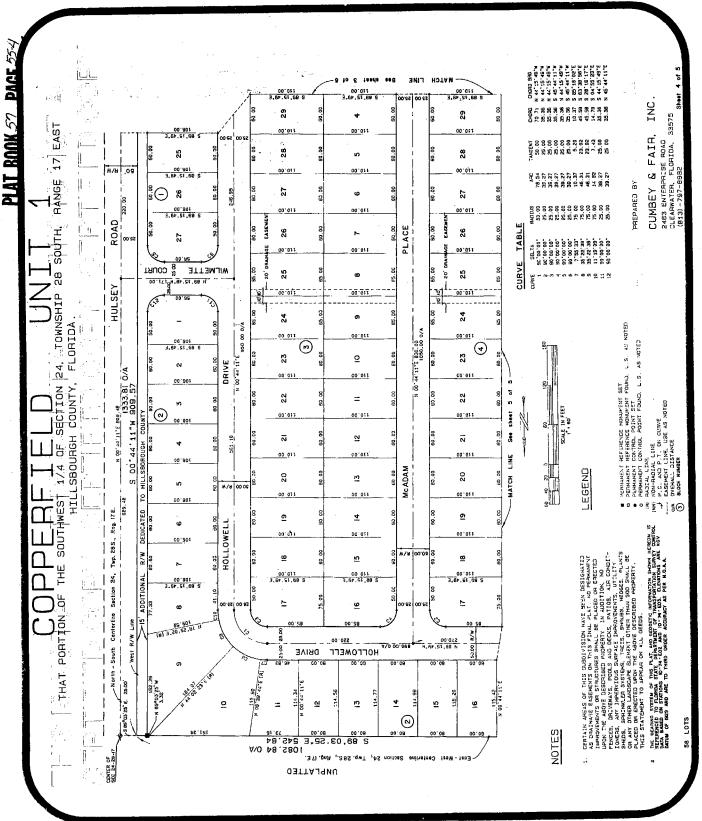
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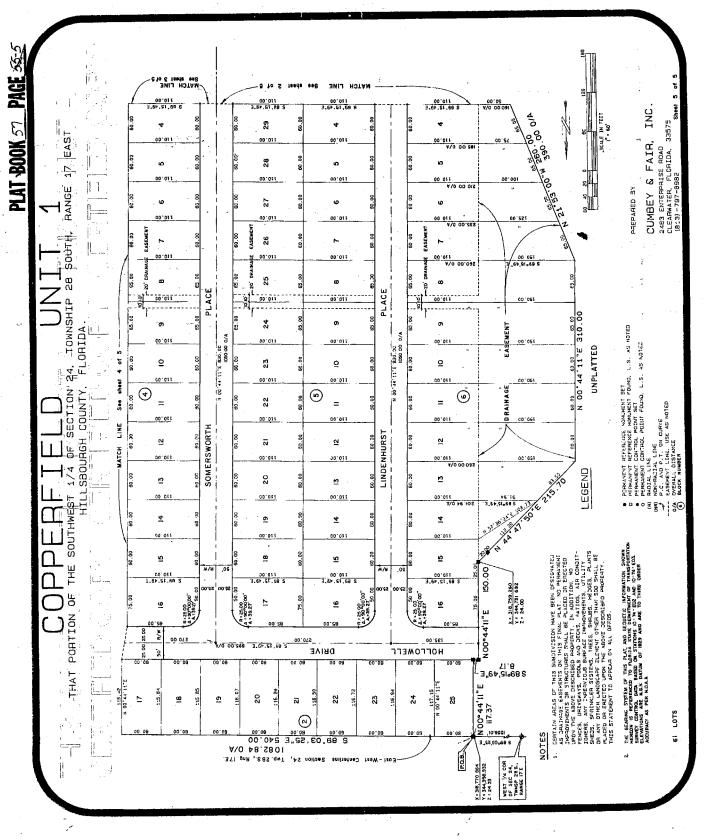
Exhibit A to Statement of Marketable Title Action



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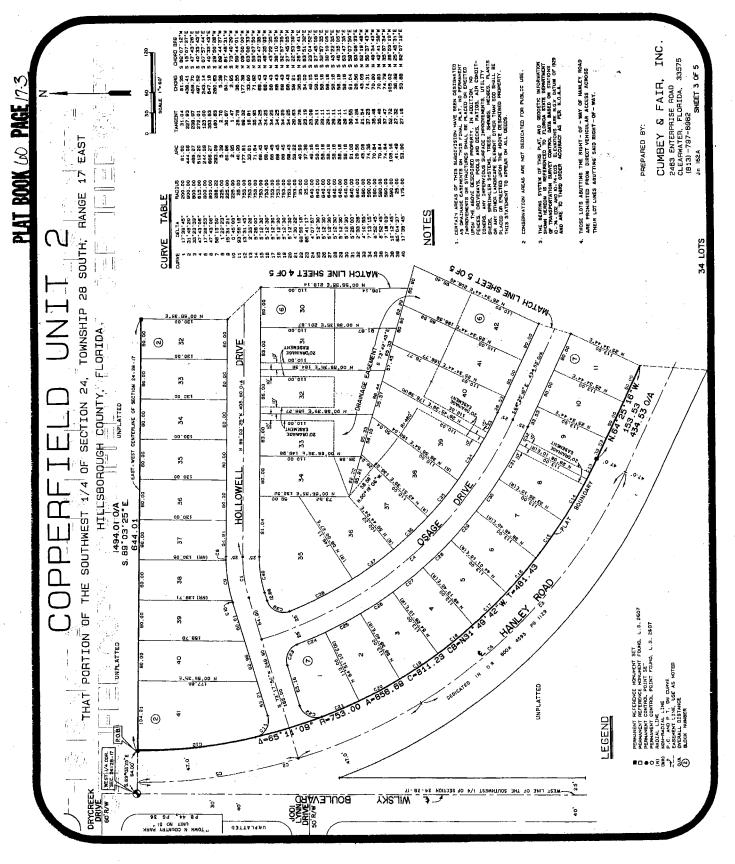




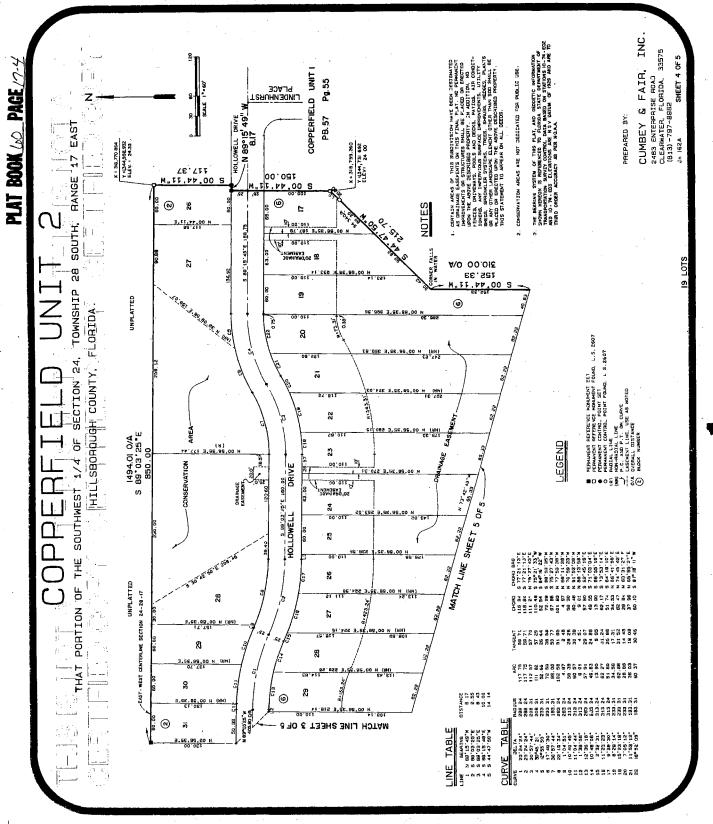
I HEREBY CERTIFY THAT THIS PLAT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES. FILED FOR RECORD THIS (D'D. DAY OF LUAD 1986 IN PLAT BOOK (D. PAGE() OF THE PUBLIC RECORDS OF HILLSBORDUGH COUNTY. FLORIDA. 100.00 6-5-86 THIS PLAT IS HEREBY APPROVED BY THE COUNTY ENGINEER AND THE COUNTY ZONING DIRECTOR. HILLSBORDUGH COUNTY. FLORIDA. DEJICATION OF STREETS, ROADS, AND OTHER EASEMENTS ACCEPTED, AND SHOWING OF THE GRADES AND ELEVATIONS ON PLAT OR BY SEPARATE INSTRUMENT MAIVED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS GRADES AND ELEVATIONS ARE SHOMN ON SEPARATE INSTRUMENT FILED IN THE COUNTY ENGINEER'S OFFICE. THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS, HILLSBORDUGH COUNTY, FLORIDA. CUMBEY & FAIR, INC 2463 ENTEHPRISE ROAD CLEANMATER, FLORIDA, 33575 (813)-797-8982 Un f62A SHEET | OF 5 6-5-36 DATE D Coulier PLAT BOOK 60 PAGE 17-PREPARED 8Y: DEPUTY CLERK ZONING DIF EAS PORTION OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE COUNTY ENGINEER AND ZONING DIRECTOR 105NBL . . BOARD OF COUNTY COMMISSIONERS CLERK OF THE CIRCUIT COURT COURT STATE OF FLORIDA COUNTY OF HILLSBORDUGH HILLSBORDUGH COUNTY, FLORIDA Richard L. Ake COUNTY ENGINER 1. THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A THUE AND ACCUPATE REPRESENTATION OF THE LANDS SURVEYED AND DESCRIBED HEREON 10 THE BEST OF MY KNOWLEDGE AND BELIEF. AND THAT FERMARENT REFERENCE MOUNENTS HAVE BEEN SET IN ACCORDANCE WITH CHAPTER 127 PART 10 FTHE LANG OF THE STATE OF FUCAEDA. AND THAT THE SURVEY DATA COMPLES MITH ALL REQUIREMENTS OF SAID CHAPTEN. 17 EAST. THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE HILLSBORDUGH COUNTY, FLORIDA, BEING WORE PARTICULARY DESCRIBED AS FOLLOWS: Course Se 11,15 66 CONTAINING 26.25 ACRES MORE OR LESS а ( 5 ( THAT SURVEYOR'S CERTIFICATE ARY MC CUMBEY P.L.S LORIDA REGISTRATION NO. LEGAL DESCRIPTION ₩Å

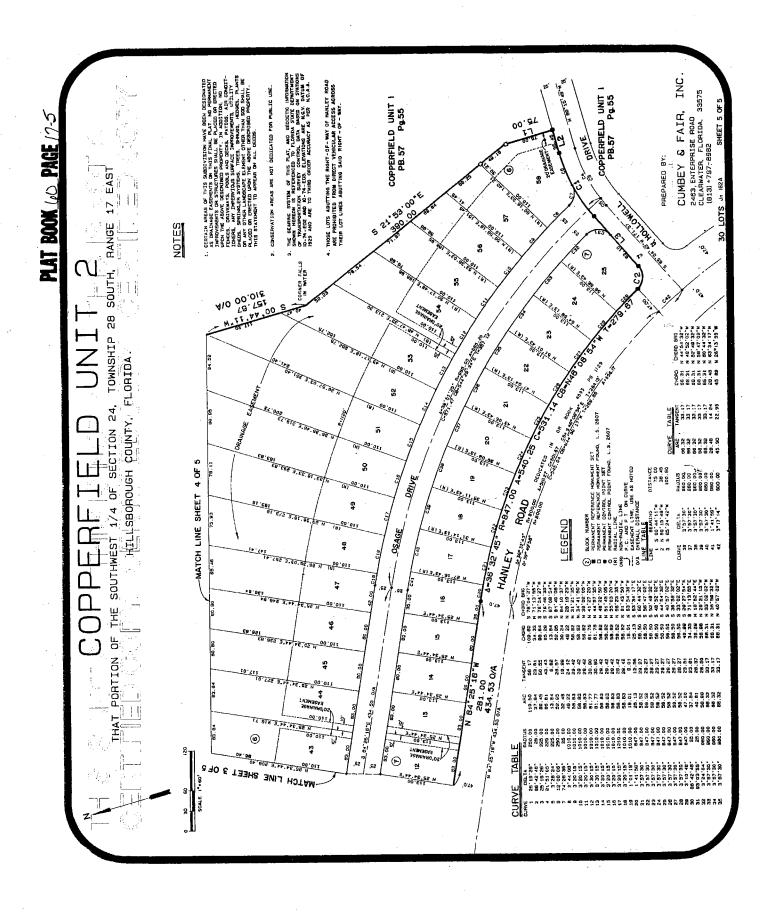
Exhibit B to Statement of Marketable Title Action

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AFFIDAVIT CONFIRMING (ERROR AND OMISSIONS ON RECORDED PLA STATE OF FLORIDA COUNTY OF HILLSBOROUGN I, Gary M. Cumbey, the Registered Land Surveyor responsible for the survey and preparation on the recorded plat of COPPERFIELD UNIT 2 - . . recorded in Plat Book 60, Page 17, Public Records of Hillsborough County, Florida, having been duly cautioned and sworn, depose and 뗧 state as follows: 将 That there are appreciable errors in Block 6 only (sheet #3 of 5) å on the subdivision plat of COPPERFIELD UNIT 2; the errors described P ŵ as follows: 97 The Easterly line of Lot 39 is shown as N. 29°45'39" E., 176.39' (R). 1. The distance along the Northerly line of Lot 39 is shown as 55.57'. 2. 00 The distance along the Northerly line of 3. ອ Lot 40 is shown as 57.45'. G It is my professional opinion that the above errors and omissions СЛ should be corrected to read: **ക**് The Easterly line of Lot 39 is N. 30°32'06" E., 1. 176.98' (NR). The distance along the Northerly line of Lot 39 2. is 58.03'. The distance along the Northerly line of Lot 40 3. 308 1s 54.99'. and that these corrections (items #1, #2 & #3) be substituted for the erroneous data shown on sheet #3 of 5 of said plat. °:137 I HEREBY CERTIFY that I have made a re-survey on 09/03/86 which was within ten (10) days of the date of this Affidavit, and that no evidence exists on the ground that would conflict with the corrections as stated above. CUMBEY & FAIR, INC. 42 Cumbey L.S Gary 2463 Enterprise Road Florida Registered, Surveyor Clearwater, FL 33575 Witness SWORN TO AND SUBSCRIBED before the undersigned, a Notary Public for the County of Hillsborough, State of Florida, this 5th day of September, A.D. 1986. My commission of Florida Notary **/State** (ublic, 7.1987

1 of 1

Prepared by and return toimbey & Fair, Inc. 2463 Enterprise Rd. Clearynter, FL 33515 Exhibit C to Statement of Marketable Title Action

# HCPAFL.org - SEARCH RESULTS

www.hcpafl.org

[NEXT 25]



**Bob Henriquez** 

Hillsborough County Property Appraiser

166 Matches found for search results "Advanced Search"
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			· ·			
	PARCEL ID	PROPERTY USE	<u>NH</u>	OWNER NAME	ADDRESS	<u>CITY</u>
1	<u>U-24-28-17-080-000000-00000.0</u>		0.00	XXXX COPPERFIELD UNIT 1	0	Unincorporated
2	U-24-28-17-080-000000-00000.1		208009.00	HILLSBOROUGH COUNTY	8649 HANLEY RD	TAMPA
3	<u>U-24-28-17-080-000001-00001.0</u>		208009.00	ZIMMERMAN ERIC V	7001 HOLLOWELL DR	ТАМРА
4	<u>U-24-28-17-080-000001-00002.0</u>		208009.00	2012-C PROPERTY HOLDINGS LLC	7003 HOLLOWELL DR	TAMPA
5	<u>U-24-28-17-080-000001-00003.0</u>		208009.00	MARTINEZ ORLANDO	7005 HOLLOWELL DR	ТАМРА
6	<u>U-24-28-17-080-000001-00004.0</u>		208009.00	PHAN MUOI	7007 HOLLOWELL DR	ТАМРА
7	<u>U-24-28-17-080-000001-00005.0</u>		208009.00	) NEWMAN SHERRIE LYNN	7009 HOLLOWELL DR	ТАМРА
8	<u>U-24-28-17-080-000001-00006.0</u>		208009.00	) GONZALEZ GUILLERMO	7011 HOLLOWELL DR	ТАМРА
9	<u>U-24-28-17-080-000001-00007.0</u>		208009.00	MASSEY FRIEDA D TRUSTEE	7013 HOLLOWELL DR	ТАМРА
10	<u>U-24-28-17-080-000001-00008.0</u>	· .	208009.00	) GOCOÑ MERCEDES R	7015 HOLLOWELE DR	ТАМРА
11	<u>U-24-28-17-080-000001-00009.0</u>		208009.00	CHAU SON THANH	7017 HOLLOWELL DR	TAMPA
12	<u>U-24-28-17-080-000001-00010.0</u>		208009.00	) HONG CHIN TUNG STEVE	7019 HOLLOWELL DR	ТАМРА
13	<u>U-24-28-17-080-000001-00011.0</u>		208009.00	) MINAYA LIGIA	7021 HOLLOWELL DR	ТАМРА
14	<u>U-24-28-17-080-000001-00012.0</u>		208009.00	D LEE CHIN YIN	7023 HOLLOWELL DR	ТАМРА
15	<u>U-24-28-17-080-000001-00013.0</u>		208009.0	0 MENDEZ TOM	7025 HOLLOWELL DR	ТАМРА
16	<u>U-24-28-17-080-000001-00014.0</u>		208009.0	0 VUU KHANH HUE	7027 HOLLOWELL DR	ТАМРА
17	<u>U-24-28-17-080-000001-00015.0</u>		208009.0	0 RAMOS EMELINDA B	7029 HOLLOWELL DR	ТАМРА
18	<u>U-24-28-17-080-000001-00016.0</u>		208009.0	0 KEENE JOSEPH	7031 HOLLOWELL DR	ТАМРА
19	<u>U-24-28-17-080-000001-00017.0</u>		208009.0	0 RODRIGUEZ LUISA CECILIA	7033 HOLLOWELL DR	ТАМРА
20	<u>U-24-28-17-080-000001-00018.0</u>	· .	208009.0	0 PILLOW GWEN	7035 HOLLOWELL	. TAMPA
	Exhibi	t B to		-	DR	

Exhibit B to Notice and Claim

# HCPAFL.org - SEARCH RESULTS

21	U-24- <u>28-17-080-000001-00019.0</u>	

22 <u>U-24-28-17-08O-000001-00020.0</u>

23 <u>U-24-28-17-08O-000001-00021.0</u>

24 <u>U-24-28-17-080-000001-00022.0</u>

25 <u>U-24-28-17-08O-000001-00023.0</u>

208009.00	WEBER ROBERT CHARLES	7037 H DR
208009.00	GROVES MARK A	7039 H DR
208009.00	MCKINNON PATRICIA LIFE ESTATE	7041 H DR
208009.00	VALDES REYNALDO	7043 H DR
208009.00	BLOCK PHYLLIS	7045 H DR

2037 HOLLOWELL DR	TAMPA
7039 HOLLOWELL DR	ТАМРА
7041 HOLLOWELL DR	TAMPA
7043 HOLLOWELL DR	TAMPA
7045 HOLLOWELL DR	тамра



Hillsborough County Property Appraiser

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[PRIOR 25] [NEXT 25]

	PARCEL ID	<u>PROPERTY</u> <u>USE</u>	<u>NH</u>	OWNER NAME	ADDRE85	<u>CITY</u>
26	<u>U-24-28-17-080-000001-00024.0</u>		208009.00	DOYLE MICHAEL D	7047 HOLLOWELL DR	TAMPA
27	<u>U-24-28-17-080-000001-00025.0</u>		208009.00	GARCIA RAOUL E	7049 HOLLOWELL DR	тамра
28	<u>U-24-28-17-080-000001-00026.0</u>		208009.00	TERRELONGE ARMANDO C	7051 HOLLOWELL DR	TAMPA
29	<u>U-24-28-17-080-000001-00027.0</u>	•	208009.00	HUNTER BRETT	7053 HOLLOWELL DR	ТАМРА
30	<u>U-24-28-17-080-000002-00001.0</u>		208009.00	KURINZI NICHOLAS	7101 HOLLOWELL DR	TAMPA
31	<u>U-24-28-17-080-000002-00002.0</u>		208009.00	TAVERAS PAMELA J	7103 HOLLOWELL DR	TAMPA
32	<u>U-24-28-17-080-000002-00003.0</u>		208009.00	WOODS DENNIS L	7105 HOLLOWELL DR	TAMPA
33	<u>U-24-28-17-080-000002-00004.0</u>		208009.00	PICART MIGUEL P	7107 HOLLOWELL DR	TAMPA
34	<u>U-24-28-17-080-000002-00005.0</u>		208009.00	CARDOZA LEONELA	7109 HOLLOWELL DR	TAMPA
35	<u>U-24-28-17-080-000002-00006.0</u>		208009.00	DALFERRO JOHN P	7111 HOLLOWELL DR	TAMPA
36	<u>U-24-28-17-080-000002-00007.0</u>		208009.00	NAMATH STUART B	7113 HOLLOWELL DR	ТАМРА
37	<u>U-24-28-17-080-000002-00008.0</u>		208009.00	HERRERA MARIA M	7115 HOLLOWELL DR	ТАМРА
38	<u>U-24-28-17-080-000002-00009.0</u>		208009.00	LO CICERO LUIS A	7117 HOLLOWELL DR	ТАМРА
39	<u>U-24-28-17-080-000002-00010.0</u>		208009.00	RICHARDUS LIJESEN MATHIEU ANTONIUS NICODEMUS	7119 HOLLOWELL DR	TAMPA
40	<u>U-24-28-17-080-000002-00011.0</u>		208009.00	PADRON JORGE	7121 HOLLOWELL DR	TAMPA
41	<u>U-24-28-17-080-000002-00012.0</u>		208009.00	DANG TRI THIEN	7123 HOLLOWELL DR	ТАМРА
42	<u>U-24-28-17-080-000002-00013.0</u>	!	208009.00	WEI VANDER GREGORY TRUSTEE	7125 HOLLOWELL DR	TAMPA
43	<u>U-24-28-17-080-000002-00014.0</u>	!	208009.00	) ** CONFIDENTIAL **	0 XX *** CONFIDENTIAL SITE *** ***	TAMPA
44	<u>U-24-28-17-080-000002-00015.0</u>	2	208009.00	) FIERMAN ARTHUR H	7129 HOLLOWELL DR	ТАМРА
45	<u>U-24-28-17-080-000002-00016.0</u>	1	208009.00	) LOTZKAR LISA K B	7131 HOLLOWELL DR	ТАМРА
46	<u>U-24-28-17-080-000002-00017.0</u>	2	208009.00	) SHEMELA WILLIAM M JR	7133 HOLLOWELL DR	TAMPA
47	<u>U-24-28-17-080-000002-00018.0</u>	<u>)</u>	208009.00	) BUITRAGO MARIO A	7135 HOLLOWELL DR	TAMPA
48	<u>U-24-28-17-080-000002-00019.0</u>	<u>)</u>	208009.00	) REED MARC T	7137 HOLLOWELL DR	TAMPA
49	<u>U-24-28-17-080-000002-00020.0</u>	<u>)</u>	208009.00	) O'BRIEN BRUCE C	7139 HOLLOWELL DR	TAMPA
50	<u>U-24-28-17-08O-000002-00021.(</u>	2	208009.00	) FERNANDEZ ARNADO	7141 HOLLOWELL DR	ТАМРА



Hillsborough County Property Appraiser

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#### [PRIOR 25] [NEXT 25] 166 Matches found for search results "Advanced Search" ADDRESS CITY OWNER NAME PROPERTY USE NH PARCEL ID 7143 HOLLOWELL DR TAMPA 208009.00 VALDES MIRTA U-24-28-17-080-000002-00022.0 51 208009.00 WEBB JOHN E 7145 HOLLOWELL DR TAMPA U-24-28-17-080-000002-00023.0 52 208009.00 HACKER DOUGLAS 7201 HOLLOWELL DR TAMPA U-24-28-17-08O-000002-00024.0 53 7203 HOLLOWELL DR TAMPA 208009.00 ANDERSON DONALD U-24-28-17-08O-000002-00025.0 54 8701 MCADAM PL **TAMPA** 208009.00 GISSEL KETTY U-24-28-17-080-000003-00001.0 55 TAMPA 8703 MCADAM PL 208009.00 NUNEZ ENGRACIO U-24-28-17-080-000003-00002.0 56 TAMPA 208009.00 JONES RAMONA 8705 MCADAM PL 57 U-24-28-17-08O-00003-00003.0 8707 MCADAM PL TAMPA 208009.00 DIAZ TOMAS PEREZ U-24-28-17-08O-000003-00004.0 58 TAMPA 8709 MCADAM PL 208009:00 CHAMBERLAIN MANUEL U-24-28-17-080-000003-00005.0 59 8711 MCADAM PL TAMPA 208009.00 NGO TRI VAN U-24-28-17-080-000003-00006.0 60 208009.00 YNOCENCIO JESUS TRUSTEE 8713 MCADAM PL TAMPA U-24-28-17-08O-000003-00007.0 61 8715 MCADAM PL TAMPA 208009.00 BROMFIELD JANET A U-24-28-17-080-000003-00008.0 62 TAMPA 8717 MCADAM PL 208009.00 GUARRINE ANDREW R U-24-28-17-08O-000003-00009.0 63 8719 MCADAM PL TAMPA 208009.00 VIEL LEONEL U-24-28-17-08O-000003-00010.0 64 TAMPA 8721 MCADAM PL 208009.00 PRIDA JULIO C U-24-28-17-08O-000003-00011.0 65 8723 MCADAM PL TAMPA 208009.00 ABRAHAM STEVEN E U-24-28-17-08O-000003-00012.0 66 TAMPA 208009.00 SERAFIN WALDIR 8725 MCADAM PL U-24-28-17-08O-000003-00013.0 67 208009.00 CATER CHARLES DAVID 8727 MCADAM PL TAMPA U-24-28-17-080-00003-00014.0 68 8729 MCADAM PL TAMPA U-24-28-17-080-000003-00015.0 208009.00 OWEN SUSAN 69 8731 MCADAM PL TAMPA 208009.00 PESA CHRIS A U-24-28-17-080-000003-00016.0 70 7116 HOLLOWELL DR TAMPA 208009.00 HERNANDEZ ANGEL J U-24-28-17-080-000003-00017.0 71 7114 HOLLOWELL DR TAMPA 208009.00 LORENTE JOEL U-24-28-17-08O-000003-00018.0 72 208009.00 TORRES RAMON V 7112 HOLLOWELL DR TAMPA U-24-28-17-08O-000003-00019.0 73 208009.00 GONZALEZ JUAN F 7110 HOLLOWELL DR TAMPA U-24-28-17-08O-000003-00020.0 74 7108 HOLLOWELL DR TAMPA 208009.00 GOODMAN TODD U-24-28-17-08O-000003-00021.0 75



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166	Matches found for search re	esults "Adv	anced Searcl	h''	(PRIOR 25) [N	EXT 25]
	PARCEL ID	PROPERTY USE	<u>NH</u>	OWNER NAME	ADDRESS	<u>CITY</u>
76	<u>U-24-28-17-080-000003-00022.0</u>		208009.00 PHA	AM THAO TRANG THI	7106 HOLLOWELL DR	TAMPA
77	<u>U-24-28-17-080-000003-00023.0</u>		208009.00 WE	STBROOK EDWIN	7104 HOLLOWELL DR	TAMPA
78	<u>U-24-28-17-080-000003-00024.0</u>		· 208009.00	USE JESSE TUCKER JR LIFE TATE	7102 HOLLOWELL DR	TAMPA
79	<u>U-24-28-17-080-000003-00025.0</u>		208009.00 DIL	ORENZO JOSEPH H	7056 HOLLOWELL DR	TAMPA
80	<u>U-24-28-17-08Q-000003-00026.0</u>		208009.00 PA	YANO RAMON	7054 HOLLOWELL DR	TAMPA
81	<u>U-24-28-17-080-000003-00027.0</u>		208009.00 BU	CKNER FREDDIE L STEVEN	7052 HOLLOWELL DR	TAMPA
82	U-24-28-17-080-000003-00028.0		208009.00 HE	AVILAND DAVID	7050 HOLLOWELL DR	TAMPA
83	<u>U-24-28-17-080-000003-00029.0</u>		202000 00	PPERFIELD AT TAMPA MEOWNERS ASSOCIATION INC	7048 HOLLOWELL DR	TAMPA
84	<u>U-24-28-17-080-000003-00030.0</u>		208009.00 MA	LAGON JUAN MIGUEL	7046 HOLLOWELL DR	TAMPA
85	<u>U-24-28-17-080-000003-00031.0</u>		208009.00 GC	ONSALVES JOEL C	7044 HOLLOWELL DR	TAMPA
86	<u>U-24-28-17-080-000003-00032.0</u>		208009.00 HA	N SUN TOK	7042 HOLLOWELL DR	TAMPA
87	<u>U-24-28-17-080-000004-00001.0</u>		208009.00 RC	OMERO ALBENIS A SALAS	8701 SOMERSWORTH PL	ТАМРА
88	<u>U-24-28-17-08Q-000004-00002.0</u>		208009.00 MA	ANZANARES YURINA LEYVA	8703 SOMERSWORTH PL	ТАМРА
89	<u>U-24-28-17-080-000004-00003.0</u>	<u>l</u>	208009.00 Gł	HEBRIEAL HAILE	8705 SOMERSWORTH PL	ΤΑΜΡΑ
90	<u>U-24-28-17-080-000004-00004.0</u>	<u>!</u>	208009.00 FE	ERNANDEZ ALVARO	8707 SOMERSWORTH PL	TAMPA
91	<u>U-24-28-17-080-000004-00005.0</u>	<u>)</u>	208009.00 FL	ALLIANCE INC TRUSTEE	8709 SOMERSWORTH PI	TAMPA
92	<u>U-24-28-17-080-000004-00006.0</u>	<u>)</u>	208009.00 GC	DBIN SABITA	8711 SOMERSWORTH PI	TAMPA
93	<u>U-24-28-17-080-000004-00007.0</u>	<u>)</u>	208009.00 CC	ORREA MAYRA J	8713 SOMERSWORTH PI	
94	<u>U-24-28-17-080-000004-00008.(</u>	2	208009.00 BL	JRGOS DAVID	8715 SOMERSWORTH P	

# HCPAFL org - SEARCH RESULTS

95	<u>U-24-28-17-080-000004-00009.0</u>		208009.00 WHITE WALTER SCOTT III	8717 SOMERSWORTH PL	TAMPA
96	<u>U-24-28-17-080-000004-00010.0</u>	-	208009.00 CUELLAR JORGE LUIS	8719 SOMERSWORTH PL	TAMPA
97	<u>U-24-28-17-08O-000004-00011.0</u>		208009.00 BROWN RODNEY D	8721 SOMERSWORTH PL	TAMPA
98	<u>U-24-28-17-080-000004-00012.0</u>	•	208009.00 GHEBRIEAL HAILE	8723 SOMERSWORTH PL	TAMPA
99	<u>U-24-28-17-080-000004-00013.0</u>		208009.00 DOSTER RUBEN	8725 SOMERSWORTH PL	TAMPA
100	U-24-28-17-080-000004-00014.0		208009.00 ROCHE ALAIN	8727 SOMERSWORTH PL	TAMPA

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Hillsborough County Property Appraiser

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[PRIOR 25] [NEXT 25]

	PARCEL ID	<u>PROPERTY</u> <u>USE</u>	<u>NH</u>	• OWNER NAME	ADDRESS	<u>CITY</u>
101	<u>U-24-28-17-080-000004-00015.0</u>		208009.00	GEIER CHRISTIAN A	8729 SOMERSWORTH PL	ТАМРА
102	<u>U-24-28-17-08O-000004-00016.0</u>		208009.00	FLORES ARMSTRONG VICENTE	8731 SOMERSWORTH PL	TAMPA
103	<u>U-24-28-17-080-000004-00017.0</u>	د	208009.00	BRUNO ISMAEL	8732 MCADAM PL	TAMPA
104	U-24-28-17-080-000004-00018.0		208009.00	NOOR DANIAL	8730 MCADAM PL	TAMPA
105	U-24-28-17-080-000004-00019.0		208009.00	FERNANDEZ NICOLE	8728 MCADAM PL	TAMPA
106	U-24-28-17-080-000004-00020.0		208009.00	DANG HIEP T	8726 MCADAM PL	TAMPA
107	. <u>U-24-28-17-080-000004-00021.0</u>		208009.00	) AOUADI KARIM	8724 MCADAM PL	TAMPA
108	<u>U-24-28-17-080-000004-00022.0</u>		208009.00	CAMPOS ELIMETEH	8722 MCADAM PL	TAMPA
109	<u>U-24-28-17-080-000004-00023.0</u>		208009.00	) SMITH WENDY E	8720 MCADAM PL	TAMPA
110	<u>U-24-28-17-080-000004-00024.0</u>		208009.00	) WONG FONG	8718 MCADAM PL	TAMPA
111	<u>U-24-28-17-080-000004-00025.0</u>		208009.00	CHAU SON T	8716 MCADAM PL	TAMPA
112	<u>U-24-28-17-080-000004-00026.0</u>		208009.00	) MARTINEZ JESUS	8714 MCADAM PL	TAMPA
113	<u>U-24-28-17-080-000004-00027.0</u>		208009.00	SHELTON MICHAEL TRUSTEE	8712 MCADAM PL	TAMPA
114	<u>U-24-28-17-080-000004-00028.0</u>		208009.00	) GLASS STACEY	8710 MCADAM PL	TAMPA
115	<u>U-24-28-17-080-000004-00029.0</u>		208009.00	0 REDMON ROSLYN	8708 MCADAM PL	TAMPA
116	<u>U-24-28-17-080-000004-00030.0</u>		208009.00	0 ARISTIZABAL FERNANDO JR	8706 MCADAM PL	TAMPA
117	U-24-28-17-080-000004-00031.0		208009.0	0 DANIEL JOSEPH WILLIAM III	8704 MCADAM PL	TAMPA
118	U-24-28-17-080-000004-00032.0		208009.0	0 GUILFORD FRED S	8702 MCADAM PL	TAMPA
119	<u>U-24-28-17-08O-000005-00001.0</u>		208009.0	0 LUPO RICHARD	8701 LINDENHURST PL	TAMPA
120	<u>U-24-28-17-080-000005-00002.0</u>		208009.0	0 CANTU ANTHONY L	8703 LINDENHURST PL	TAMPA
121	U-24-28-17-080-000005-00003.0		208009.0	0 GOMEZ-VIDAL IRAIDA	8705 LINDENHURST PL	TAMPA
122	2 U-24-28-17-080-000005-00004.0		208009.0	0 POSADA BENITO	8707 LINDENHURST PL	TAMPA
123			208009.0	0 MONCADA MAURICIO	8709 LINDENHURST PL	TAMPA
124			208009.0	0 LAGARES SILVIA R	8711 LINDEHURST PL	TAMPA
125			208009.0	0 NGUYEN HUNG VAN	8713 LINDENHURST PL	TAMPA



Hillsborough County Property Appraiser

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[PRIOR 25] [NEXT 25]

·	PARCEL ID	<u>PROPERTY</u> <u>USE</u>	<u>NH</u> <u>OWNER NAME</u>	ADDRESS	<u>CITY</u>
126	<u>U-24-28-17-08O-000005-00008.0</u>		208009.00 HERNANDEZ ANTONIO JR	8715 LINDENHURST PL	TAMPA
127	<u>U-24-28-17-080-000005-00009.0</u>		208009.00 LLC	8717 LINDENHURST PL	TAMPA
128	<u>U-24-28-17-080-000005-00010.0</u>		208009.00 FARIGUA GILBERTO	8719 LINDENHURST PL	TAMPA
129	<u>U-24-28-17-08Q-000005-00011.0</u>		208009.00 MARTINEZ NELSON A	8721 LINDENHURST PL	TAMPA
130	<u>U-24-28-17-080-000005-00012.0</u>		208009.00 FLEISCHER ALFRED E	8723 LINDENHURST PL	TAMPA
131	<u>U-24-28-17-080-000005-00013.0</u>		208009.00 BASULTO XAVIER	8725 LINDENHURST PL	TAMPA
132	2 <u>U-24-28-17-080-000005-00014.0</u>		208009.00 LAIRD ROBERT W	8727 LINDENHURST PL	TAMPA
133	<u>U-24-28-17-080-000005-00015.0</u>		208009.00 TYLER WESLEY	8729 LINDENHURST PL	TAMPA
134	U-24-28-17-080-000005-00016.0		208009.00 GONZALEZ TERESA	8731 LINDENHURST PL	TAMPA
13	5 <u>U-24-28-17-080-000005-00017.0</u>		208009.00 PEREZ LEO A	8732 SOMERSWORTH PL	ΤΑΜΡΑ
13	0-24-28-17-080-000005-00018.0		208009.00 CADREAU DAVID L	8730 SOMERSWORTH PL	TAMPA
13	7 <u>U-24-28-17-080-000005-00019.0</u>		208009.00 FUSILLIER HOLLY LIFE ESTATE	8728 SOMERSWORTH	TAMPA
13	3 <u>U-24-28-17-080-000005-00020.0</u>	•	208009.00 GERGEL VICTOR P	8726 SOMERSWORTH PL	ТАМРА
13	9 <u>U-24-28-17-080-000005-00021.0</u>		208009.00 ZARATE MARTHA CECILIA	8724 SOMERSWORTH PL	TAMPA
14	U-24-28-17-080-000005-00022.0		208009.00 LEIGH LEAH	8722 SOMERSWORTH PL	ТАМРА
14	1 <u>U-24-28-17-08Q-000005-00023.0</u>		208009.00 KNOFFER LOIS K	8720 SOMERSWORTH	ТАМРА
14	2 <u>U-24-28-17-080-000005-00024.0</u>		208009.00 BELLO CELSO O	8718 SOMERSWORTH PL	ТАМРА
14	3 <u>U-24-28-17-080-000005-00025.0</u>		208009.00 INOSTROZA ALFREDO	8716 SOMERSWORTH PL	TAMPA
14	4 <u>U-24-28-17-080-000005-00026.0</u>		208009.00 COLFIN AH-FLORIDA 5 LLC	8714 SOMERSWORTH PL	ТАМРА
14	5 <u>U-24-28-17-080-000005-00027.0</u>		208009.00 GUTIERREZ NELIDA	8712 SOMERSWORTH PL	ТАМРА
14	6 <u>U-24-28-17-080-000005-00028.0</u>		208009.00 MILLWATER JAMES H JR	8710 SOMERSWORTH PL	TAMPA
14	7 <u>U-24-28-17-080-000005-00029.0</u>		208009.00 JOHNSON GREGORY L	8708 SOMERSWORTH PL	ТАМРА
14	8 <u>U-24-28-17-080-000005-00030.0</u>		208009.00 DINANATH PRADEPH		TAMPA

### HCPAFL.org - SEARCH RESULTS

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 149
 U-24-28-17-080-000005-00031.0
 208009.00 COTTO GILBERT M
 8704 SOMERSWORTH PL
 TAMPA

 150
 U-24-28-17-080-000005-00032.0
 208009.00 ORSO-GARCIA RAQUEL
 8702 SOMERSWORTH PL
 TAMPA

### HCPAFL.org - SEARCH RESULTS



**Bob Henriquez** 

Hillsborough County Property Appraiser

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166 Matches found for search results "Advanced Search"						
PARCEL ID	PROPERTY <u>USE</u>	<u>NH</u>	OWNER NAME	ADDRESS	<u>CITY</u>	
151 <u>U-24-28-17-080-000006-00001.0</u>		208009.00	WONG KIM H	8702 LINDENHURST PL	TAMPA	
152 <u>U-24-28-17-080-000006-00002.0</u>		208009.00	PINEDA NELSON	8704 LINDENHURST PL	TAMPA	
153 <u>U-24-28-17-080-000006-00003.0</u>		208009.00	HARRIDAN KESHWAR G	8706 LINDENHURST PL	ТАМРА	
154 <u>U-24-28-17-080-000006-00004.0</u>		208009.00	VU KEN M	8708 LINDENHURST PL	TAMPA	
155 <u>U-24-28-17-08O-000006-00005.0</u>		208009.00	LUCAS DEREK J	8710 LINDENHURST PL	TAMPA	
156 <u>U-24-28-17-080-000006-00006.0</u>		208009.00	BIENVENIDO Y GRULLON MONTILLA	8712 LINDENHURST PL	ТАМРА	
157 <u>U-24-28-17-08O-000006-00007.0</u>	•	208009.00	DILORENZO ANTONIO J	8714 LINDENHURST PL	TAMPÁ	
158 <u>U-24-28-17-080-000006-00008.0</u>		208009.00	SAMANIEGO LILIA H	8716 LINDENHURST PL	TAMPA	
159 <u>U-24-28-17-080-000006-00009.0</u>		208009.00	FUNDERBURK KAREN	8718 LINDENHURST PL	ТАМРА	
160 <u>U-24-28-17-08O-000006-00010.0</u>		208009.00	VAZQUEZ JOSE C	8720 LINDENHURST PL	TAMPA	
161 <u>U-24-28-17-08O-000006-00011.0</u>		208009.00	PAIGE JAMES D	8722 LINDENHURST PL	TAMPA	
162 <u>U-24-28-17-08O-000006-00012.0</u>		208009.00	NGUYEN NGAI QUANG	8724 LINDENHURST PL	ТАМРА	
163 <u>U-24-28-17-08O-000006-00013.0</u>	· .	208009.00	GRAY ROBERT LEE	8726 LINDENHURST PL	ТАМРА	
164 <u>U-24-28-17-08O-000006-00014.0</u>		208009.00	THOMPSON TONY F	8728 LINDENHURST PL	TAMPA	
165 <u>U-24-28-17-08O-000006-00015.0</u>	!	208009.00	) VUU LAM THOAI	8730 LINDENHURST PL	TAMPA	
166 <u>U-24-28-17-08Q-000006-00016.0</u>	<u>l</u>	208009.00	) BAERGA JOSE R	8732 LINDENHURST PL	TAMPA	



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	PARCEL ID	<u>PROPERTY</u> <u>USE</u>	<u>NH</u>	OWNER NAME	ADDRESS	<u>CITY</u>
1	<u>U-24-28-17-08P-000000-00000.0</u>		0.00	XXXX COPPERFIELD UNIT 2	0	Unincorporated
2	<u>U-24-28-17-08P-000002-00026.0</u>		208009.00		0 XX *** CONFIDENTIAL SITE *** ***	ТАМРА
3	U-24-28-17-08P-000002-00027.0		208009.00	LLOYD DONALD M	7207 HOLLOWELL DR	ТАМРА
4	<u>U-24-28-17-08P-000002-00028.0</u>		208009.00	YOUNG ANDREW E	7225 HOLLOWELL DR	ΤΑΜΡΑ
5	<u>U-24-28-17-08P-000002-00029.0</u>		208009.00	KIELLISH RICHARD F	7227 HOLLOWELL DR	TAMPA
6	U-24-28-17-08P-000002-00030.0		208009.00	KIENLE STEPHANIE L	7229 HOLLOWELL DR	TAMPA
7	<u>U-24-28-17-08P-000002-00031.0</u>		208009.00	COX STACEY	7231 HOLLOWELL DR	TAMPA
8	<u>U-24-28-17-08P-000002-00032.0</u>		208009.00	RICCI ERIC J	7233 HOLLOWELL DR	TAMPA
9	<u>U-24-28-17-08P-000002-00033.0</u>		208009.00	MCNAUGHTON NORMA L	7235 HOLLOWELL DR	ТАМРА
10	<u>U-24-28-17-08P-000002-00034.0</u>		208009.00	CELLI ROBERT	7237 HOLLOWELL DR	TAMPA
11	<u>U-24-28-17-08P-000002-00035.0</u>		208009.00	BIBLE THOMAS LEE	7239 HOLLOWELL DR	ΤΑΜΡΑ
12	<u>U-24-28-17-08P-000002-00036.0</u>		208009.00	DREILING CHARLES L	7241 HOLLOWELL DR	TAMPA
13	<u>U-24-28-17-08P-000002-00037.0</u>		208009.00	LOPEZ LEANDRO	7243 HOLLOWELL DR	TAMPA
14	<u>U-24-28-17-08P-000002-00038.0</u>		208009.00	AVILA CYNTHIA A	7245 HOLLOWELL DR	ΤΑΜΡΑ
15	<u>U-24-28-17-08P-000002-00039.0</u>		208009.00	SOBA ROBERT	7247 HOLLOWELL DR	TAMPA
16	<u>U-24-28-17-08P-000002-00040.0</u>		208009.00	TRESGALLOS YANET	7249 HOLLOWELL DR	TAMPA
17	U-24-28-17-08P-000002-00041.0		208009.00	) DINANATH EIKHRAM	7251 HOLLOWELL DR	ТАМРА
18	<u>U-24-28-17-08P-000006-00017.0</u>	· · ·	208009.00	) MOJZAK QUINT	7204 HOLLOWELL DR	TAMPA
19	U-24-28-17-08P-000006-00018.0		208009.00	) SZMYT RICHARD T	7206 HOLLOWELL DR	ТАМРА
20	U-24-28-17-08P-000006-00019.0		208009.00	) SZMYT REGINA M	7208 HOLLOWELL DR	ТАМРА
21	<u>U-24-28-17-08P-000006-00020.0</u>		208009.00	) GIARDINO CHERYL	7210 HOLLOWELL DR	TAMPA
22	<u>U-24-28-17-08P-000006-00021.0</u>	1	208009.00	) REDDICK DENNIS SR	7212 HOLLOWELL DR	ΤΑΜΡΑ
23	U-24-28-17-08P-000006-00022.0	!	208009.00	) ZURITA EDISON	7214 HOLLOWELL DR	TAMPA
24	U-24-28-17-08P-000006-00023.0	1	208009.00	MENDES WILSON L	7216 HOLLOWELL DR	TAMPA
25	<u>U-24-28-17-08P-000006-00024.0</u>	<u>)</u>	208009.00	O ROBINSON MICHELE L	7218 HOLLOWELL DR	TAMPA



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-		PARCEL ID	PROPERTY USE	<u>NH</u>	OWNER NAME	ADDRESS	<u>CITY</u>
	26	<u>U-24-28-17-08P-000006-00025.0</u>		208009.00	SIMON MICHELE L	7220 HOLLOWELL DR	ТАМРА
	27	<u>U-24-28-17-08P-000006-00026.0</u>		208009.00	CASTILLO JUAN D	7222 HOLLOWELL DR	ТАМРА
	28	U-24-28-17-08P-000006-00027.0		208009.00	CLARK STEPHEN R	7224 HOLLOWELL DR	TAMPA
	29	U-24-28-17-08P-000006-00028.0		208009.00	TAYLOR CARMEN E	7226 HOLLOWELL DR	TAMPA
	30	<u>U-24-28-17-08P-000006-00029.0</u>		208009.00	DIETRICH SHARON A	7228 HOLLOWELL DR	TAMPA
	31	<u>U-24-28-17-08P-000006-00030.0</u>		208009.00	ALAHMADI GHAZI A	7230 HOLLOWELL DR	TAMPA
	32	U-24-28-17-08P-000006-00031.0		208009.00	HAGERTY MARY A TRUSTEE	7232 HOLLOWELL DR	TAMPA
	33	U-24-28-17-08P-000006-00032.0	1	208009.00	LAVERY JOHN V	7234 HOLLOWELL DR	TAMPA
	34	U-24-28-17-08P-000006-00033.0	!	208009.00	WARD STEVEN	7236 HOLLOWELL DR	TAMPA
	35	<u>U-24-28-17-08P-000006-00034.0</u>	l e s	208009.00	SCHARNITZ CAROLYN T	7238 HOLLOWELL DR	TAMPA
	36	<u>U-24-28-17-08P-000006-00035.0</u>	- !	208009.00	PEREZ JOSEPH R	8747 OSAGE DR	TAMPA
	37	U-24-28-17-08P-000006-00036.0	2	208009.00	BARNWELL RANDY	8745 OSAGE DR	TAMPA
	38	<u>U-24-28-17-08P-000006-00037.0</u>	1	208009.00	HIX LEE L	8743 OSAGE DR	TAMPA
	39	U-24-28-17-08P-000006-00038.0	<u>)</u>	208009.00	HILLIER SHANNON H	8741 OSAGE DR	TAMPA
	40	U-24-28-17-08P-000006-00039.0	<u>)</u>	208009.00	SCHNELL KURT R	8739 OSAGE DR	TAMPA
	41	<u>U-24-28-17-08P-000006-00040.0</u>	<u>)</u>	208009.00	HO GENE D	8737 OSAGE DR	TAMPA
	42	<u>U-24-28-17-08P-000006-00041.0</u>	<u>)</u>	208009.00	GONZALES HARRY JR	8735 OSAGE DR	TAMPA
	43	<u>U-24-28-17-08P-000006-00042.0</u>	<u>)</u> .	208009.00	RINGWOOD JANICE	8733 OSAGE DR	TAMPA
	44	<u>U-24-28-17-08P-000006-00043.0</u>	<u>)</u>	208009.00	) GONZALEZ RICHARD A SR	8731 OSAGE DR	TAMPA
	45	<u>U-24-28-17-08P-000006-00044.0</u>	<u>)</u>	208009.00	) LAU VICTOR KONG CHIU	8729 OSAGE DR	TAMPA
	46	<u>U-24-28-17-08P-000006-00045.0</u>	2	208009.00	) RODRIGUEZ JAIME	8727 OSAGE DR	TAMPA
	47	U-24-28-17-08P-000006-00046.0	<u>)</u>	208009.00	SMITH CLIFFORD	8725 OSAGE DR	TAMPA
	48	<u>U-24-28-17-08P-000006-00047.0</u>	<u>.</u>	208009.00	) PIERSON DONALD D	8723 OSAGE DR	TAMPA
	49	<u>U-24-28-17-08P-000006-00048.0</u>	<u>)</u> .	208009.00	) SANDOVAL CARLOS A	8721 OSAGE DR	TAMPA
	50	<u>U-24-28-17-08P-000006-00049.(</u>	<u>)</u>	208009.00	) DIAZ JUANA G	8719 OSAGE DR	TAMPA



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	PARCEL ID	PROPERTY_USE	<u>NH</u>	OWNER NAME	ADDRESS	CITY
 51	U-24-28-17-08P-000006-00050.0		208009.00	ZAFARANIAN FARZIN	8717 OSAGE DR	ТАМРА
52	U-24-28-17-08P-000006-00051.0		208009.00	NUNES KILDREANE S	8715 OSAGE DR	TAMPA
53	U-24-28-17-08P-000006-00052.0		208009.00	RODRIGUEZ JHON	8713 OSAGE DR	TAMPA
54	<u>U-24-28-17-08P-000006-00053.0</u>		208009.00	ACOSTA RUPERT	8711 OSAGE DR	TAMPA
55	U-24-28-17-08P-000006-00054.0		208009.00	PITTSINGER VIRGIL R	8709 OSAGE DR	TAMPA
56	U-24-28-17-08P-000006-00055.0	ł	208009.00	ITALIANO ANTHONY	8707 OSAGE DR	TAMPA
57	U-24-28-17-08P-000006-00056.0	<u>l</u> .	208009.00	RENTAL HOUSES LLC	8705 OSAGE DR	TAMPA
58	U-24-28-17-08P-000006-00057.0	!	208009.00	COLE ROBERT L	8703 OSAGE DR	TAMPA
59	U-24-28-17-08P-000006-00058.0	!	208009.00	KROLL ROBERT	8701 OSAGE DR	TAMPA
60	U-24-28-17-08P-000007-00001.0	2	208009.00	SANCHEZ ALBERT	8750 OSAGE DR	TAMPA
61	U-24-28-17-08P-000007-00002.0	<u>)</u>	208009.00	TAVERAS HARRY	8748 OSAGE DR	TAMPA
62	<u>U-24-28-17-08P-000007-00003.0</u>	<u>)</u>	208009.00	GONZALEZ ORIS DELBERT	8746 OSAGE DR	TAMPA
63	<u>U-24-28-17-08P-000007-00004.0</u>	<u>)</u> .	208009.00	PEREZ CRISTINA	8744 OSAGE DR	TAMPA
64	<u>U-24-28-17-08P-000007-00005.0</u>	2	208009.00	ALSPACH ESTHER TRUSTEE	8742 OSAGE DR	TAMPA
65	<u>U-24-28-17-08P-000007-00006.0</u>	<u>)</u>	208009.00	BACKUS SHARAN R	8740 OSAGE DR	ТАМРА
66	<u>U-24-28-17-08P-000007-00007.0</u>	<u>)</u>	208009.00	VELEZ NATHANIEL	8738 OSAGE DR	TAMPA
67	<u>U-24-28-17-08P-000007-00008.0</u>	<u>)</u>	208009.00	MATOS JORGE LUIS	8736 OSAGE DR	TAMPA.
68	<u>U-24-28-17-08P-000007-00009.0</u>	2	208009.00	IGLESIAS JOSE	8734 OSAGE DR	R TAMPA
69	<u>U-24-28-17-08P-000007-00010.0</u>	2	208009.00	MEDINA RUBEN	8732 OSAGE DR	R TAMPA
70	<u>U-24-28-17-08P-000007-00011.</u>	2	208009.00	HERNANDEZ BEATRIZ	8730 OSAGE DR	TAMPA
71	U-24-28-17-08P-000007-00012.	<u>.</u>	208009.00	RODRIGUEZ ANA CRISTINA	8728 OSAGE DR	R TAMPA
72	<u>U-24-28-17-08P-000007-00013.</u>	<u>)</u>	208009.00	) GRUVER DALE F	8726 OSAGE DF	R TAMPA
73	<u>U-24-28-17-08P-000007-00014.</u>	<u>.</u>	208009.00	) MONTENEGRO MANUEL A	8724 OSAGE DF	R TAMPA
74	<u>U-24-28-17-08P-000007-00015.</u>	2	208009.00	TAMAYO MARIO J	8722 OSAGE DF	r tampa
75	<u>U-24-28-17-08P-000007-00016.</u>	<u>כ</u>	208009.00	) D AND D LEE LLC	8720 OSAGE DF	R TAMPA



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84 N	latches found for search	[PRIOR 25]				
	PARCEL ID	PROPERTY USE	<u>NH</u>	OWNER NAME	ADDRESS	<u>CITY</u>
76	U-24-28-17-08P-000007-00017	<u>0</u>	208009.00	REINA LEONARDO	8718 OSAGE DR	TAMPA
77	U-24-28-17-08P-000007-00018	<u>0</u>	208009.00	ALVARADO MARIA	8716 OSAGE DR	TAMPA
78	U-24-28-17-08P-000007-00019	0	208009.00	SORIA MARTIN	8714 OSAGE DR	TAMPA
79	<u>U-24-28-17-08P-000007-00020</u>	.0	208009.00	GONZALEZ MARIANO E	8712 OSAGE DR	TAMPA
80	U-24-28-17-08P-000007-00021	<u>.0</u>	208009.00	CHANCELLOR JEFFREY S	8710 OSAGE DR	TAMPA
81	<u>U-24-28-17-08P-000007-00022</u>	<u>.0</u>	208009.00	VU TY MINH	8708 OSAGE DR	TAMPA
82	U-24-28-17-08P-000007-00023	.0	208009.00	LOPEZ ANTONIO	8706 OSAGE DR	ТАМРА
83	U-24-28-17-08P-000007-00024	<u>.0</u>	208009.00	SKELTON GLADSTONE O	8704 OSAGE DR	TAMPA
84	U-24-28-17-08P-000007-00025	<u>.0</u>	208009.00	PALLES CARMEN J	8702 OSAGE DR	ТАМРА

#### AFFIDAVIT OF DISTRIBUTION OF STATEMENT OF MARKETABLE TITLE ACTION

The undersigned, being duly sworn, deposes and states as follows:

1. My name is <u>DONNICE PRANE</u>, and I am the Secretary of Copperfield at Tampa Homeowner's Association, Inc. As the Secretary, I have personal knowledge of the facts contained in this Affidavit.

2. The Board of Directors of Copperfield at Tampa Homeowner's Association, Inc. As did cause a Statement of Marketable Title Action to be mailed or hand delivered to all members of the homeowners' association at the address or location described in the tax rolls of Hillsborough County, Florida, as the address or location at which each homeowner within the subdivision is supposed to receive copies of notices served by the homeowner's association.

3. This affidavit is being prepared pursuant to the requirements of <u>Fla.Stat.</u> §712.06(1)(b).

FURTHER AFFIANT SAYETH NAUGHT

, Secretary

#### STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this  $\underline{/Q}/day$  of  $\underline{MAFd}$ , 2014, by  $\underline{DOMUG}$  picary as Secretary of Copperfield at Tampa Homeowner's Association, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.

Notary Public

Printed Name of Notary Public

My Commission Expires:

RONALD S. TROWBRIDGE MY COMMISSION # EE 103972 EXPIRES: Jurie 17, 2015 Bonded Thru Notary Public Underwriters

> Exhibit C to Notice and Claim

CODES TIME 10 27A 13416912 103 0006 17JN RECORDED 026192 C CK 77.00

REC: 4580 % 1839

#### DECLARATION

#### OF

#### COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

This Declaration, made on the date hereinafter set forth by General Homes-Florida, Inc., a Delaware Corporation, hereinafter referred to as "Declarant."

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#### WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as Copperfield at Tampa, a subdivision in Hillsborough County, Florida, described as follows:

All property located in Copperfield, Unit 1 subdivision, Hillsborough County, Florida, according to the Map or Plat thereof recorded in Plat Book 57, Page 55 of the Public Records of Hillsborough County.

WHEREAS, Declarant desires to place certain restrictions, covenants, conditions, stipulations, and reservations upon and against Copperfield, Unit 1, in order to establish a uniform plan for the development, improvement, and sale of such subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the above described property and declares the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision, which reservations, easements, restrictions, covenants, and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

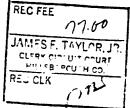
#### ARTICLE I DEFINITIONS

SECTION 1. "Architectural Control Committee" shall mean the Copperfield, Unit 1 Architectural Control Committee, provided for in Article IV hereof.

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This instrument was prepared by and should be returned to:

General Homes-Florida, Inc. 2502 Rocky Point Drive Suite 900 Tampa, Florida 33607 ATTN: LORRAINE C. MCAUALLEN



# REC: 4580 % 1840

SECTION 2. "Association" shall mean COPPERFIELD AT TAMPA HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

SECTION 3. "Common Areas" shall mean all property owned by the Association, if any, for the common use and benefit of the Owners.

SECTION 4. "Declarant" shall mean General Homes-Florida, Inc., a Delaware corporation, and its successors and assigns, if such successors and assigns are designated in writing by Declarant as the successors and assigns of Declarant's rights hereunder.

SECTION 5. "FHA" shall mean the Federal Housing Administration.

SECTION 6. "Lot" or "Lots" shall mean all lots shown on the Plat and all lots on properties annexed to the Subdivision pursuant to this Declaration.

SECTION 7. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation and those having only an interest in the mineral estate.

SECTION 8. "Plat" shall mean the plat or plats of the Subdivision recorded in the public records of Hillsborough County, Florida, and shall include any replats of the Subdivision as permitted by this Declaration.

SECTION 9. "Subdivision" shall mean the real property described above, subject to the reservations, easements, restrictions, covenants, and conditions set forth herein and in the Plat and any additional properties which may hereafter be made subject to this Declaration pursuant to the provisions set forth herein.

SECTION 10. "VA" shall mean the Veterans Administration.

#### ARTICLE II

# RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

SECTION 1. Recorded Plats. The Plat subject to the limitations as set forth therein, the streets and easements shown thereon, and all dedications, limitations, restrictions, and reservations shown on the Plat is incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Subdivision or any part thereof or any Lot or part thereof, whether specifically referred to therein or not.

Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the Subdivision contained within the boundaries of

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# HE: 4580 - 1841

the Plat and such Lots as replatted shall be subject to this Declaration as if such Lots were originally included herein. Any such replat must comply with FHA and VA requirements.

<u>SECTION 2.</u> Easements; Utilities. The easements and rights-ofway as shown on the Plat are reserved for public use for the purpose of constructing, maintaining, and repairing a system of roadways, drainage, water, gas, sewer, storm sewer, electric lighting, electric power, telegraph, telephone, cable television, and any other utility improvements Declarant sees fit to install in, across, or under the Subdivision. Declarant reserves the right to make changes in and additions to the above easements for the purpose of efficiently and economically installing such improvements, but the changes and additions must be approved by the FHA and VA. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by it or its assigns, its agents, employees, or servants, to fences, shrubbery, trees, or flowers, or any other property of any Owner of property subject to such easements.

All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee. In addition, no permanent improvement or structure shall be placed or erected upon any drainage easement. This includes, but is not limited to, fences, driveways, pools and decks, patios, air conditioning, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscape element other than sod.

<u>SECTION 3.</u> <u>Title Subject to Easements</u>. It is expressly agreed and understood that the title conveyed by Declarant to any portion of the Subdivision by contract, deed, or other conveyance shall be subject to any easement affecting the same for roadways, drainage, water, gas, sewer, storm sewer, electric lighting, electric power, telegraph, telephone, cable television, or other utility purposes. No Owner shall be deemed to separately own pipes, wires, conduits, or other utility lines or equipment running through or existing on such Owner's Lot which are utilized for or which service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of such Owner's Lot.

#### ARTICLE III

## USE RESTRICTIONS; MAINTENANCE OF LOT

SECTION 1. In General. No building shall be erected, altered, or permitted to remain on any Lot other than (1) a detached single family dwelling, to be used exclusively for residential purposes and not exceeding two (2) stories in height. Each such dwelling on a Lot

## REC: 4580 % 1842

shall have an (1) attached garage or carport for two (2) cars, provided that the Architectural Control Committee may, in its discretion, permit in writing, as hereinafter provided, the construction of a carport or garage for more than two (2) cars. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on or standing on any Lot, or the use of any Lot for a garage apartment or apartment house; and no Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purposes. No building of any kind shall ever be moved onto any Lot unless the prior written consent of the Architectural Control Committee has been obtained.

<u>SECTION 2.</u> <u>Minimum Square Footage Within Improvements</u>. Each dwelling in the Subdivision shall have a minimum of Eleven Hundred (1,100) square feet exclusive of open porches, garages, terraces, patios, and parking spaces.

<u>SECTION 3.</u> <u>Sidewalks</u>. A concrete sidewalk four (4) feet wide shall be constructed in accordance with plans and specifications approved by Hillsborough County along the fronts of all Lots and along the entire street sides of all corner Lots. Sidewalks along each Lot shall be constructed and completed before the dwelling thereon is occupied.

SECTION 4. Location of the Improvements on a Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback lines as shown on the officially approved detailed site plan on record with Hillsborough County, Florida. Florida. No dwelling or portion thereof shall be located on any Lot within any portion of a recorded easement. In addition, subject to Section 5 hereof, the following requirements shall apply:

Detached single family dwelling. In no instance shall a detached single family dwelling be located nearer than 20 feet to the front line of the Lot unless approved in writing in advance by the Architectural Control Committee. Such dwelling shall not be located on any Lot nearer than 20 feet from the rear line of the Lot. No part of such dwelling or any carport, garage, or other structure shall be located nearer than 7 feet from an interior side line of the Lot or 20 feet from any street side line of a corner Lot.

SECTION 5. Consolidation or Division of Lots. Subject to the prior written approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or divide such Lots or portions thereof into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case: the distance required as building setback lines or Maintenance Easements shall be measured from the

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resulting side lines rather than from the Lot lines as indicated on the Plat, and, all setbacks shall be as per setbacks established for remaining lots in the subdivision.

SECTION 6. Limitation on Use; Prohibition of Illegal or Offensive Activities. No activity of any nature shall be conducted on any Lot or in any structure thereon other than the use of such Lot and all structures thereon strictly for single family residential purposes. No illegal, noxious or offensive activity of any sort shall be carried on or permitted on any Lot or in any structures thereon and nothing shall be done on any Lot or in any structure thereon which may be, or may become, an annoyance or a nuisance to the neighborhood. This restriction shall not apply to the normal sales activities by Declarant required to sell dwellings in the Subdivision and the lighting effects utilized to display model dwellings for sale.

SECTION 7. Prohibition of Certain Structures. No trailer, tent, shack, garage, barn, storage shed, or other similar structure shall be maintained or used on any Lot at any time as a dwelling or for any other purpose; provided, however, subject to the provisions of this Declaration, a storage shed, of the same architectural character and same materials as the dwelling on a Lot, may be maintained or used on such Lot for storage purposes if such storage shed is attached to a substantial portion of one wall of the dwelling on such Lot or if the roof of such storage shed is attached to a substantial portion of the roof of such dwelling. Notwithstanding the first sentence of this Section, Declarant shall have the exclusive right to erect, place, and maintain on any portion of the Subdivision any of the facilities listed in the first sentence of this Section as in its sole discretion Declarant deems necessary or convenient to construct and sell Lots and dwellings, and to construct other improvements in the Subdivision. Such facilities may include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

SECTION 8. Storage of Automobiles, Boats, Trailers, and Other Vehicles. No motor vehicle shall be parked or stored on any Lot, easement, sidewalk, right-of-way or on any portion of the Common Areas unless such vehicle does not exceed six (6) feet six (6) inches in height, or seven (7) feet six (6) inches in width, or eighteen (18) feet in length and is concealed from public view inside a garage or other approved enclosure. The preceding sentence shall not apply to any:

- (a) passenger automobile,
- (b) passenger van (other than a motor home or recreation vehicle),
- (c) motorcycle, and

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(d) pick-up truck, whether or not with attachedbed camper, which can be completely concealed within the garage, as built, of the dwelling in the Subdivision in which the owner of such pick-up truck resides,

if such vehicle has a current license plate, is being used daily as a motor vehicle on the streets and highways of Florida and if such vehicle does not exceed either six (6) feet six (6) inches in height, or seven (7) feet six (6) inches in width, or eighteen (18) feet in length.

No non-motorized vehicle, trailer, boat, marine craft, howercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, sidewalk, right-of-way, or portion of the Common Areas, unless such object is concealed from public view inside a garage or other approved enclosure. For purposes of this paragraph, the term "approved enclosure" shall mean any fence, structure, or other improvement approved by the Architectural Control Committee.

Except as otherwise expressly provided in this Section, no commercial vehicle, machinery, or maintenance equipment shall be parked at any time within the Subdivision except for any such vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair, or maintenance of a Lot or dwelling of the Common Areas.

If a complaint is received by the Association about a violation of any part of this Section, the Architectural Control Committee shall determine whether a violation exists and its decision shall be binding on all parties.

<u>SECTION 9.</u> <u>Mineral Operations</u>. No oil or gas operations or mining operations of any kind shall be permitted on any Lot, and no wells, tanks, tunnels, mineral excavation, or shafts shall be erected, maintained, or permitted on any Lot.

SECTION 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they are not raised, bred, or kept for commercial purposes. No more than two (2) of each specie of such pets will be permitted on each Lot (including the dwelling and other structures on such Lot). Common household pets shall be confined within a fenced area which encloses the entire backyard or within the dwelling. When a pet is not within such fenced area.or within the dwelling, the pet shall be kept at all times on a leash by its owner. The pet owner shall keep his or her Lot clean and free of all pet debris and shall not permit the pet to cause debris on other Lots or on the Common Area.

SECTION 11. Walls, Pences, and Hedges. No hedge in excess of

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three (3) feet in height, and no walls or fences of any height shall be erected or maintained nearer to the front line of a Lot than the plane of the front exterior wall of the dwelling on such Lot. No side or rear hedge, wall, or fence shall be more than eight (8) feet in height with the exception of privacy walls constructed by the Declarant which may be up to twelve (12) feet in height. All fences or walls must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any Lot without the prior written approval of the Architectural Control Committee. No Owner shall maintain the portion of the outer wall of the Subdivision, which abuts such Owner's Lot, in a manner inconsistent with the character of such outer wall.

SECTION 12. Visual Obstruction at the Intersections of Public Streets. No object shall be placed, planted, or permitted to remain on any corner Lot if such object obstructs any portion of a person's view from any right-of-way adjacent to such Lot and within an area the vertical dimension of which extends from the ground to an elevation of eight (8) feet and the horizontal dimension of which extends twentyfive (25) feet to the left and twenty-five (25) feet to the right from the center of the intersection adjacent to such corner Lot.

SECTION 13. Lot Maintenance. The Owner and occupants of a Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, shall edge curbs that run along the lines of the Lot, and shall in no event use any Lot for storage of materials or equipment except for normal residential purposes or incident to construction of improvements thereon as permitted herein. All fences and walls which have been erected on any Lot shall be maintained in good repair by the Owner and the occupants thereof and they shall promptly repair or replace the same in the event of partial or total destruction. The Owner or occupants of any Lot shall construct and maintain an enclosure, which has been approved by the Architectural Control Committee, to screen any of the following from being noticeable from any street, any other Lot or any portion of the Common Areas: storage piles which are incident to the normal residential requirements of a typical family, the storage of yard equipment, and the drying of clothes.

No Lot shall be used or maintained as a dumping ground for trash, garbage, or other waste materials. Trash, garbage, and other waste materials shall be kept only in closed sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers tightly attached. Containers for the storage of trash, garbage, and other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view except within twelve (12) hours of scheduled curb-side pick-up times. Any other equipment in the Subdivision for the storage or disposal of trash, garbage, or

other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view.

Building materials used in the construction of improvements erected on any Lot may be placed on such Lot at the time construction is commenced and may be maintained thereon, for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which the remaining materials shall either be removed from the Lot or stored in an enclosure on the Lot which has been approved by the Architectural Control Committee.

SECTION 14. Signs. Except for signs owned by Declarant or by other builders advertising their model dwellings during the period of original construction and sales of dwellings, no sign, poster, advertisement, billboard, or advertising structure of any kind, other than a customary "For Sale" sign not exceeding five (5) square feet, may be erected or maintained on any Lot. The Association shall have the right to remove any sign, poster, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willfull misconduct in connection therewith.

SECTION 15. Antennae and Satellite Dishes. No radio or television aerial wires or antenna shall be permitted to extend above the highest point of the roof. Each antenna shall be located on the rear of the dwelling. No satellite dish shall be erected or installed on any Lot unless:

- a. such satellite dish is erected or installed and maintained solely within the imaginary lines drawn parallel from the rear side corners of the dwelling to the rear Lot line;
  b. no part of such satellite dish is erected or installed and
- b. no part of such satellite dish is erected of installed the maintained within 3 feet of the rear Lot line;
- c. no part of such satellite dish extends above the highest point of the roof of the dwelling on the Lot; and
- d. the Architectural Control Committee has approved in writing the location and installation of the satellite dish prior to its construction.

SECTION 16. Violation of Restrictions. In the event of violation by the Owner or occupants of any Lot of any covenant, condition, or restriction set forth in this Article and the continuation of such violation for ten (10) days or longer after written notice thereof has been sent to such Owner or occupants, or in the event the Owner or occupants have not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right, but not the obligation, to correct the violation. To the extent necessary to prevent rat or other infestation, diminish fire hazards, or correct a violation of any

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covenant, condition, or restriction in this Declaration, the Association, through its agents or employees, shall have the right to enter onto such Lot and any dwelling or improvements located upon such Lot. In connection therewith, the Association may cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash, and rubbish, perform maintenance or repairs, or do any other thing necessary to correct such violation. The Association may render a statement of charges to the Owner or occupants of such Lot for the cost of correcting or attempting to correct the violation. The Owner and occupants are liable, jointly and severally, to pay such statement immediately upon receipt thereof. The cost of such work, plus interest thereon at the maximum contract rate permitted under the laws of the State of Florida and the Association's legal fees and costs, including its legal fees and costs on any appeals, in connection therewith, shall be a lien on the Lot and on the improvements thereon. Neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willful misconduct, in connection with entering onto such Lot and any improvements thereon or in connection with the correction or attempted correction of any such violation.

### ARTICLE IV

#### ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Approval of Building Plans. No dwelling, fence, wall, solar panel, or other improvements or structures shall be commenced, erected, placed, or altered on any Lot, and no exterior addition to or change or alteration therein shall be made, until the plans and specifications, and a site plan describing the nature, kind, shape, height, and materials thereof, and showing the location of the same, have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Architectural Control Committee. A copy of the plans and specifications and the site plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its Designated Representative prior to commencement of any work thereon. The Architectural Control Committee may require the submission of such plans and specifications, and a site plan, together with such other documents as it deems appropriate, in such form and detail as it may determine in its sole discretion. The Architectural Control Committee shall have full and complete authority to approve or disapprove such plans and specifications or site plans and its decision shall be final and binding on all parties.

SECTION 2. Committee Membership. The Architectural Control

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Committee membership shall be initially composed of David J. Evans, of General Homes, Lorraine C. McAnallen of General Homes, and Thomas S. Sandridge, of General Homes, who by majority vote may designate a representative (herein called "Designated Representative") to act for and on behalf of the Architectural Control Committee and to exercise all powers and perform all duties of the Architectural Control Committee. The address of the Architectural Control Committee is 2502 Rocky Point Drive, Suite 900, Tampa, Florida 33607. However, at such time as all of the Lots and duties of the Architectural Control Committee (including but not limited to any matters then pending before the Architectural Control Committee), shall immediately vest in and be deemed assigned to the Association, and the Architectural Control committee shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

SECTION 3. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Control Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Control Committee.

<u>SECTION 4.</u> <u>Minimum Construction Standards</u>. The Architectural Control Committee may from time to time promulgate minimum acceptable construction standards; provided, however, that the Architectural Control Committee shall not be bound by such standards and may alter, amend or revoke them at any time.

SECTION 5. Term. The duties and powers of the Architectural Control Committee, whether or not such duties and powers have been deemed to be transferred to the Association as above provided, shall cease on and after ten (10) years from the date of this Declaration. Thereafter, all powers and duties of the Architectural Control Committee shall cease and terminate; provided, however, that any time after January 1, 1995, whether or not the term of the Architectural Control Committee specified above shall have expired, the Board of Directors of the Association, upon a vote of members of the Association holding not less than two-thirds of the votes of members of the Association entitled to vote thereon, may assume or retain the duties and powers of the Architectural Control Committee, in which case the Board of Directors of the Association shall thereafter have all of the powers and duties provided herein for the Architectural Control Committee.

<u>SECTION 6.</u> <u>Variances</u>. If any Owner makes a request to the Architectural Control Committee for a variance from any covenants of this Declaration, the Architectural Control Committee may require such Owner to submit to it such documents and items (including, as examples

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requested, plans and specifications, site plans, and samples of materials) as it shall deem appropriate in connection with its consideration of the request for a variance. Approval by the Architectural Control Committee for a variance shall be by written instrument addressed to the Owner of the Lot with respect to which such variance has been requested. Such written instrument shall set forth the applicable covenant, the variance requested, the decision of the Committee and the conditions on which the variance has been approved. Such written instrument shall be signed by a majority of the members of the Architectural Control Committee (or by the Committee's Designated Representative). Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice to the Owner of disapproval by the Architectural Control Committee, or (b) failure by the Architectural Control Committee to respond to the request for variance within sixty (60) days after it has received the request. In the event the Architectural Control Committee or any successor to the powers and duties thereof shall not be then functioning, or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the terms of this Declaration shall be permitted.

#### ARTICLE V

#### HOMEOWNERS' ASSOCIATION

<u>SECTION 1.</u> <u>Membership</u>. Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2. Classes of Lots; Voting Rights. The Association shall have two classes of Lots and two classes of membership which correspond with the two classes of Lots:

> <u>Class A Lots</u>. Class A Lots shall be all Lots other than Class B Lots. A person shall be entitled to one vote for each Class A Lot owned. When more than one person holds an ownership interest in any Class A Lot, all of such persons shall be members. The vote for such Class A Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any Class A Lot.

> <u>Class B Lots</u>. Class B Lots shall be all Lots owned by Declarant unless such Lots shall have been converted to Class A Lots as provided below and Declarant shall be entitled to three (3) votes for each Class B Lot owned by it. A Class B Lot shall cease and be converted to a Class A Lot on the happening of any of the following events, whichever is earliest:

- (a) when Declarant has sold, transferred or assigned such Lot;
- (b) the earliest date on which the total votes outstanding attributable to Class A Lots equals or exceeds the total

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votes outstanding attributable to Class B Lots; or (c) on January 1, 1995

Members who own Class A and Class B Lots shall have no rights to vote as a class, except as may be required by law, this Declaration or the Articles of Incorporation of the Association and, except where class voting is so required, both classes shall vote together on all matters as one group.

<u>SECTION 3.</u> Not-for-Profit Corporation. The Association shall be governed by the Articles of Incorporation of the Association.

<u>SECTION 4.</u> ByLaws. The Association may make whatever rules and bylaws it may choose to govern the Association; provided, however, that the rules and bylaws shall not be in conflict with the terms and provisions hereof or with the Articles of Incorporation of the Association.

<u>SECTION 5.</u> <u>Inspection of Records</u>. Any member of the Association shall have the right to inspect the books and records of the Association at reasonable times during the Association's normal business hours, provided that such member has given reasonable written notice to the Association setting forth the items the member wishes to inspect.

SECTION 6. Suspension of Voting Rights. The Association shall have the right to suspend the voting rights under the Declaration of any Owner for any period during which any assessments, fees or other liens arising under this Declaration (including interest, costs and attorneys' fees with respect thereto) remain unpaid.

### ARTICLE VI USE OF COMMON AREAS; DEDICATION OR TRANSFER OF COMMON AREAS

SECTION 1. Owner's Easement of Enjoyment of Common Areas. Each Owner shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to charge reasonable fees for the use of the Common Areas and any facilities or improvements located thereon. An Owner shall be personally liable to pay such fees with respect to the use by such Owner, and those to whom he has delegated the right to use such Common Areas, pursuant to Section 3 of this Article. Such fees together with interest at the highest legal contract rate in Florida from the due date, if such fees have not been paid within thirty (30) days after the due date, and the Association's costs and legal fees incurred in collecting or attempting to collect such fees, (including such costs and fees on any appeals) shall be a continuing lien in favor of the Association on such Owner's Lot (and all improvements thereon).

SECTION 2. Rules and Regulations with Respect to Common

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<u>Areas</u>. The Association shall have the right to publish rules and regulations for the use of the Common Areas including the right of suspension of the right and easement of enjoyment of the Common Areas for a period not to exceed sixty (50) days for any infraction of the Association's published rules and regulations.

<u>SECTION 3.</u> Use of Common Areas by Family and Contract <u>Purchasers</u>. Any Owner, whose rights to use the Common Areas have not been suspended pursuant to this Article, may delegate to the members of his immediate family, his tenants, or contract purchasers who reside on his Lot, in accordance with the ByLaws of the Association, his right of enjoyment to any portions of the Common Areas.

<u>SECTION 4.</u> <u>Dedication or Transfer of Common Areas</u>. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be placed upon such dedication or transfer by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by members of the Association holding two-thirds (2/3) of the votes of each class of the members who are entitled to vote thereon and has been recorded in the public records of Hillsborough County, Florida.

### ARTICLE VII ASSESSMENTS

### SECTION 1. In General; Creation of Lien and Personal

Obligation. Each Lot in the Subdivision is hereby made subject to an annual assessment and, from time to time, special assessments for the purposes set forth in Section 5 of this Article. The Declarant, for each Lot owned by it within the Subdivision, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay, to the Association: (1) the annual assessment, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, costs, and attorneys' fees incurred by the Association in collecting or in attempting to collect any of such assessments, including such costs and attorneys' fees on any appeals, shall be a continuing lien, in favor of the Association, on the Lot (and all improvements thereon) against which the assessment is made. Each assessment, together with such interest, costs, and attorneys' fees, shall also be the personal obligation of the person who is the Owner of the Lot at the time when the assessment or any installment thereof becomes due. The personal obligation for delinquent assessments, interest, costs, and attorneys' fees shall not pass to a successor in title unless expressly assumed by the successor.

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The annual or special assessments on Class B Lots shall be 50% of the corresponding assessments for Class A Lots.

SECTION 2. Purpose of Annual Assessments. The annual assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Areas. Without limitng the generality of the preceding sentence, annual assessments shall be used for the following:

 (a) maintaining rights-of-way, easements, fences and walls along the entrance and perimeters of the subdivision, and other public areas in the subdivision;

(b) maintaining Common Areas;

(c) payment of all legal and other expenses incurred in connection with the enforcement of all assessments, liens, covenants, restrictions, and conditions affecting the Lots or the Subdivision;

(d) payment of all reasonable and necessary expenses in connection with the collection and administration of assessments;

(e) employing policemen and watchmen, if determined by the Association to be necessary; and

(f) caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Subdivision.

It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

<u>SECTION 3.</u> Determination of Annual Assessments; Billing and <u>Payment Thereof</u>. Except as otherwise provided in this Section, the Association shall determine, on or before November 30 of each calendar year, the annual assessments for the next calendar year (such next calendar year being referred to herein as the "Assessment Period"). A bill for an annual assessment shall be sent to each Owner on or before December 10 of the calendar year preceding the Assessment Period. An annual assessment shall be overdue if not paid to the Association on or before January 31 of the Assessment Period, with the exception of initial start-up as stated below.

If an Owner purchases a Lot from Declarant, such Owner shall be charged at closing an assessment for the calendar year in which the closing occurs. The amount of such assessment shall be a proportion of the annual assessment for such calendar year (for Lots of the same type).based on the number of full months remaining in the calendar year in which the closing occurs.

Notwithstanding anything to the contrary in this Section, the Association may waive annual assessments for any calendar year or years and may subsequently determine, in accordance with the first paragraph of this Section, to commence annual assessments for a subsequent calendar year; provided, however, that the waiver of such assessments

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must apply to all Lots in the Subdivision. Initial start-up of assessments may occur at the beginning of any quarter of the calendar year, in which case, prior assessment determination shall be sixty (60) days before assessment and, billing thirty (30) days prior to assessment period. Once annual assessments have commenced after a waiver of any such assessments under this Section, such annual assessments may not be again waived under the terms of this Section.

SECTION 4. Maximum Annual Assessment. For the calendar year during which this Declaration has been executed, the maximum annual assessment shall be Sixty (\$60.00) dollars per Lot. For each succeeding calendar year, the maximum annual assessment per Lot shall not exceed one hundred ten (110%) percent of the annual assessment for the immediately prior calendar year unless such annual assessment has been approved by two thirds (2/3) of the votes of each class of members of the Association voting in person or by proxy, at a meeting duly called for such purpose, which meeting is held during December of the immediately prior calendar year.

<u>SECTION 5.</u> <u>Special Assessments</u>. In addition to the annual assessment authorized above, the Association may levy special assessments for the purpose of construction, reconstruction, repair, or replacement of capital improvements in the Common Areas, including but not limited to fixtures and personal property related thereto, provided that any such assessment shall have the prior approval of two-thirds (2/3) of the votes of each class of members of the Association voting in person or by proxy, at a meeting duly called for such purpose.

<u>SECTION 6.</u> Effect of Nonpayment of Assessments. Any (a) annual assessment which has not been paid on or before the due date set forth in Section 3 of this Article; and (b) any special assessment not paid on or before thirty (30) days after the due date thereof shall bear interest from the due date at the highest legal contract rate in Florida. The Association may bring an action at law against the Owner obligated to pay the same, or foreclose the lien against the Owner obligated to pay the same, or foreclose the lien against the Lot and improvements thereon to which the lien applies. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of any facilities or services provided by the Association or by abandorment of such Owner's Lot.

<u>SECTION 7.</u> <u>Subordination of the Lien With Respect To</u> <u>Assessments and Fees</u>. All liens on any Lot (and improvements thereon) for annual and special assessments made under this Article or for fees charged for the use of the Common Areas under Article VI hereof, (including interest, costs, and attorneys' fees with respect thereto) shall be secondary, subordinate, and inferior to all liens, present and future given, granted, and created by or at the instance and request of the Declarant or any other Owner to secure the payment of monies advanced for the purchase of such Lot or the construction of

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improvements on such Lot, to the extent of any such annual or special assessments or fees, (including interest, costs, and attorneys' fees with respect thereto) which are unpaid prior to foreclosure of any such mortgage lien; and provided further that as a condition precedent to any proceeding by the Association to enforce its lien upon any Lot on which there is an outstanding valid mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such mortgage lien sixty (60) days written notice of such proposed proceeding by the Association, which notice shall be sent to such mortgage lien holder by prepaid U.S. Certified Mail, return receipt requested, and shall contain a statement of the delinquent annual and special assessments and fees, (and the interest, costs, and attorneys' fees with respect thereto), upon which the proposed proceeding is based. Upon the request of any such mortgage lien holder, the Association shall acknowledge in writing its obligation to give to such mortgage lien holder the foregoing notice with respect to the Lot covered by such mortgage lien. The sale or transfer of any Lot pursuant to foreclosure of any such mortgage, or any proceeding in lieu thereof, shall extinguish the lien with respect to such assessments and fees (including interest, costs, and attorneys' fees with respect thereto) as to assessments and fees (and interest, costs, and attorneys' fees with respect thereto) which became due prior to such sale or transfer.

## ARTICLE VIII ANNEXATION AND MERGER

<u>SECTION 1.</u> Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Annexation. Additional land contiguous to the Subdivision as described in Plat Book 57, Page 55, in the Public Records of Hillsborough County, may be annexed by the Declarant into the Subdivision without the consent of the members of the Association within ten (10) years of the date of this instrument, provided that the annexation is approved by the FHA and VA. The Declarant or any other owner of land shall have the right to submit and make subject to this Declaration any additional land upon approval of the Board of Directors of the Association, with the approval of members of the Association holding two-thirds (2/3) of the votes of each class of membership of the Association entitled to vote thereon, and with the approval of FHA and VA. Any additional land authorized under this and the succeeding subsections to be added to the Subdivision shall be made by recording in the Public Records of Hillsborough County, Florida, an amendment to this Declaration and an annexation agreement with respect to the additional land which shall extend the covenants and restrictions of this Declaration to such additional land. Such amendment shall impose assessments on the land covered thereby on a uniform, per Lot basis, substantially equivalent to the assessments imposed by this

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Declaration, and may contain such complementary additions or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional land.

(b) <u>Mergers</u>. The Association may merge into or consolidate with another homeowners' association, and upon such merger of consolidation, the Association's properties, rights, and obligations shall be transferred to the surviving or consolidated association; or the properties, rights, and obligations of another homeowner's association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the other association, as one scheme. No such merger or consolidation, however, shall effect any revcoation, change or addition to the covenants established by this Declaration.

### ARTICLE IX GENERAL PROVISIONS

## <u>SECTION 1.</u> Term. These covenants shall run with the land and shall be binding upon all parties and all persons having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, for a period of forty (40) years from the date that this Declaration is recorded. After such period of forty (40) years, these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by members holding two-thirds (2/3) of the votes of each class has been recorded agreeing to terminate this Declaration.

SECTION 2. Amendment of Declaration. This Declaration may be amended at any time when an instrument setting forth the amendment or amendments has been signed by members holding two-thirds (2/3) of the votes of each class of members entitled to vote thereon and has been recorded in the Public Records of Hillsborough County, Florida.

<u>SECTION 3.</u> Proceedings Against Persons Violating Covenants. Upon any violation of any of the covenants in this Declaration the Association or any Owner may bring proceedings at law or in equity against the person or persons violating any such covenant of this Declaration to require such person violating any such covenant to correct or cease such violations or, where applicable, to recover damages for such violation. The Association or Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorneys' fees, incurred by the Association or the Lot Owner in such proceedings, including any appeals. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

# KEC. 4580 'c 1856

<u>SECTION 4.</u> <u>Conflict</u>. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration, this Declaration shall control, and in the case of any conflict between the ByLaws of the Association and this Declaration, this Declaration shall control.

<u>SECTION 5.</u> <u>Severability</u>. If any provision or provisions of this Declaration are determined by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Declaration.

SECTION 6. FHA/VA Approval. So long as the Declarant is in control of the Association, the following actions may require the prior approval of the FHA and/or the VA: annexation of additional properties, dedication of any Common Areas, and amendment of this Declaration.

EXECUTED this <u>29</u> day of April, 1985.

WITNESSES:

GENERAL HOMEST FLORIDA, INC.

Bv: David J. Evans, its Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this day personally appeared David J. Evans, Vice President of General Homes-Florida, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

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#### CONSENT AND JOINDER

KEC: 4580 % 1857

ATTEST:	MBANK HOUSTON, NATIONAL ASSOCIATION
By: & Hail & Olmon	By: Julie & Augnard

#### ACKNOWLEDGEMENT

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STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared <u>the Hermolite</u>, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

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#### CONSENT AND JOINDER

The undersigned mortgages is the owner and holder of a first mortgage on the property described herein dated the <u>1</u> day of <u>Afric</u>, 19%, recorded in Official Record Book <u>4530</u> at Page <u>7%</u> of the Public Records of Billaborough County, Florida, and hereby consents to and joins in the above Declaration of Covenanta, Conditiona, and Restrictions and aubordinates its mortgage lien to such Declaration of Covenants, Conditions and Restrictions.

ATTEST:

SOUTHEAST BANK, N.A.

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ACKNOWLEDGEMENT

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STATE OF FLORIDA

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COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this day personally appeared in the undersigned authority, on this day personally whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

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### SUPPLEMENTAL DECLARATION OF

### COVENANTS, CONDITIONS, AND RESTRICTIONS

RECORD VERIFIED Clerk of Circuit Court Hillsborough County, Fia. By Kimberty D. Bolles, D.C.

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this <u>7</u> day of July, 1986, by GENERAL HOMES-FLORIDA, INC., a corporation organized and validly existing under and by virtue of the laws of the State of Delaware, whose post office address is: 2502 Rocky Point Drive, Suite 900, Tampa, Florida 33607 (hereinafter referred to as the "Declarant");

RICHARD L. AKE CLERK OF CIRCUIT COURT HILLSBOROUGH COUNTY

#### WITNESSETH:

WHEREAS, Declarant on April 29, 1985, made and executed that certain Declaration of Covenants, Conditions, and Restrictions for Copperfield Unit 1 Subdivision recorded at Official Records Book 4580, Page 1839, of the Public Records of Hillsborough County, Florida (hereinafter referred to as the "Declaration"), which Declaration by the terma thereof, affects only the following described real property located in Hillsborough County, Florida.

> All property located in Copperfield, Unit 1 subdivision, Hillsborough County, Florida, according to the Map or Plat thereof recorded in Plat Book 57, Page 55 of the Public Records of Hillsborough County, Florida;

and

WHEREAS, the Declaration, in Article VIII, Section 1 thereof, provides as follows:

"SECTION 1. Addition to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Annexation. Additional land contiguous to the Subdivision as described in Plat Book 57, Page 55, in the Public Records of Hillsborough County, may be annexed by the Declarant into the Subdivision without the consent of the members of the Association within ten (10) years of the date of this instrument, provided that the annexation is approved by the FHA

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and VA. The Declarant or any other owner of land shall have the right to submit and make subject to this Declaration any additional land upon approval of the Board of Directors of the Association, with the approval of members of the Association holding two-thirds (2/3) of the votes of each class of membership of the Association entitled to vote thereon, and with the approval of FHA and VA. Anv additional land authorized under this and the succeeding subsections to be added to the Subdivision shall be made by recording in the Public Records of Hillsborough County, Florida, an amendment to this Declaration and an annexation agreement with respect to the additional land which shall extend the covenants and restrictions of this Declaration to such additional land. Such amendment shall impose assessments on the land covered thereby a uniform, per Lot basis, substantially equivalent to the assessments imposed by this Declaration, and may contain such complementary additions or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional land."

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and

WHEREAS, Declarant is the sole fee simple owner of the following described real property located in Hillsborough County Florida:

> All property located in Copperfield, Unit II subdivision, Hillsborough County, Florida, according to the Map or Plat thereof recorded in Plat Book 60, Page 17 of the Public Records of Hillsborough County, Florida (said described real property is hereinafter referred to as the "Annexed Parcel.")

WHEREAS, the Annexed Parcel is located contiguous to Copperfield Unit 1 Subdivision and thus, under the terms of the Declaration, may be annexed by the Declarant into the Subdivision without the consent of the members of the Copperfield at Tampa Homeowners' Association, Inc., within ten (10) years of the date of the Declaration, provided that the annexation is approved by the Federal Housing Administration (FHA) and Veterans Administration (VA); and

WHEREAS, the Federal Housing Administration (FHA) and Veterans Administration (VA) have approved the annexation of the Annexed Parcel into the previously approved Declaration for Copperfield, as required by the Declaration; and

WHEREAS, under the terms of the Declaration, Declarant desires to modify and amend the Declaration to annex the Annexed Parcel thereto and to declare that the Annexed Parcel subject to all of the terms and provisions of the Declaration,

-2-

as may be modified and amended hereby, all as hereinafter set forth; and,

WHEREAS, Declarant desires to correct a scrivenor's error appearing in the Declaration so that said error shall not be applicable to the land annexed hereunder.

NOW, THEREFORE, the Declaration shall be and is modified and amended as follows:

Pa0 1 2

1. Declarant agrees that the real property known as Copperfield Unit 2 Subdivision described in Exhibit "A" hereto is hereby annexed into the Subdivision referenced in the Declaration of Covenants, Conditions, and Restrictions recorded by Declarant at Official Records Book 4580, Page 1839, of the Public Records of Hillsborough County, Florida,

2. From the effective date hereof the Annexed Parcel is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the easements, restrictions, covenants, and conditions as set forth in the Declaration, which are for the purpose of protecting the value and desireability of, and which shall run with, the Annexed Parcel and be binding upon all parties having any right, title, or interest in and to the Annexed Parcel or any part thereof and their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereto.

3. Each lot within the Annexed Parcel shall be subject to an annual assessment as provided in Article VII of the Declaration of Covenants, Conditions, and Restrictions recorded by Declarant at Official Records Book 4580, Page 1839, of the Public Records of Hillsborough County, Florida, the same as if said lot were in the original legal description of the subdivision.

4. With respect only to the additional lands annexed by this document, Article IV, Section 2 of the Declaration of Covenants, Conditions, and Restrictions recorded by Declarant at Official Records Book 4580, Page 1839, of the Public Records of Hillsborough County, Florida, is hereby amended to read as follows:

-3-

SECTION 2. Committee Membership. The Architectural Control Committee membership shall be initially composed of Timothy H. Powell, of General Homes, Lorraine C. McAnallen of General Homes, and Ernest Loeb, of General Homes, who by majority vote may designate a representative (herein called "Designated Representative") to act for and on behalf of the Architectural Control Committee and to exercise all powers and perform all duties of the Architectural Control Committee. The address of the Architectural Control Committee is 2502 Rocky Point Drive, Suite 900, Tampa, Florida, 33607. However, at such time as all of the Lots in the Subdivision have been sold by Declarant, the powers and duties of the Architectural Control Committee shall immediately vest in and be assigned to the Association, and the Architectural Control Committee shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

5. This Supplemental Declaration of Covenants, Conditions, and Restrictions shall become effective as of the Time it is recorded in the Public Records of Hillsborough County, Florida.

6. All of the terms and provisions of the Declaration shall remain in full force and effect except as modified and amended hereby.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal, as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Duc nnett  $\Lambda \mu$ 

Witnesses

GENERAL HOMES-FLORIDA, INC. a Delaware corporation

By:

NEC 4860 P.012

STATE OF FLORIDA

COUNTY OF Hillsbrough

BEFORE ME, the undersigned authority, on this day personally appeared  $\underline{D_{avid} T.Evans}$  on the <u>7H</u> day of <u>July</u>, 1986,  $\underbrace{X}$  President of GENERAL HOMES-FLORIDA, INC., a Delaware corporation, on behalf of said corporation.

of Florida at Large

My Commission Expires:

(SEAL) Notary Public, State of Florida at Large My Commission Explices July 25, 1998 REC 4

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### CONSENT AND JOINDER

The undersigned mortgagee is the owner and holder of a first mortgage on the property described herein dated the day of , 1986, recorded in Official Record Book at Page of the Public Records of Hillsborough County, Florida, and hereby consents to and joins in the above Declaration of Covenants, Conditions, and Restrictions and subordinates its mortgage lien to such Declaration of Covenants, Conditions and Restrictions.

ATTEST:

SOUTHEAST BANK, N.A.

By Mul 2 Shome	By Struck Willie
	its Vice president

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority on this day personally appeared  $\underbrace{Relievent} H \underbrace{Hirthere}_{interes}$ , known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowleded to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL THIS  $\frac{1}{10}$  day of  $\frac{1}{10}$  (1986.

NOTARY PUBLIC, State of

(SEAL)

~ ~ ~ ~

Florida at Large

My Commission Expires:

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### CONSENT AND JOINDER

The undersigned mortgagee is the owner and holder of a first mortgage on the property described herein dated the day of , 1986, recorded in Official Record Book at Page of the Public Records of Hillsborough County, Florida, and hereby consents to and joins in the above Declaration of Covenants, Conditions, and Restrictions and subordinates its mortgage lien to such Declaration of Covenants, Conditions and Restrictions.

ATTEST: MBANK HOUSTON, NATIONAL ASSOCIATION

By Shill Harmerer	By	Julie 4 /1	lind
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STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared  $\underline{Julie} A$ .  $\underline{King}$ , known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN	UNDER MY	hand	AND	SEAL	THIS	<u><u><u>1</u></u></u>	day	of	July
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My Commission Expires:

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NOTARY PUBLIC, at Large	State	<b>of</b> 30	Texas
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### COPPERFIELD UNIT II

### LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, Hillsborough county, Florida, being more particulary described as follows:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 24; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 24. S 89'03'25''E. 84.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF HANLEY ROAD. THE POINT DF BEGINNING; THENCE CONTINUE ALONG SAID EAST-WEST CENTERLINE OF SECTION 24. S 89'03'25'E. '1494.01 FEET; THENCE S 00'44'11' W. 117.37 FEET; THENCE N 89'15'49' W. 8.07 FEET; THENCE S 00'44'11' W. 150.00 FEET; THENCE 8 44'47'50' W. 215.70 FEET; THENCE S 00'44'11' W. 310.00 FEET; THENCE S 21'53'00' E. 390.00 FEET; THENCE S 00'44'11' W. 310.00 FEET; THENCE 38.45 FEET TO A CURVE CONCAVE SOUTHEAST AND HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 110.50 FEET THROUGH A CENTRAL ANGLE OF TO A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 37.84 FEET THROUGH A CENTRAL ANGLE OF 85'24'42' W. 100.80 FEET ALONG SAID CURVE 37.84 FEET THROUGH A CENTRAL ANGLE OF 86'42'48' ( CHORD N 71'13'55' W. 34.33 FEET ) TO THE NORTHEASTENLY RIGHT-OF-WAY LINE OF HANLEY' ROAD; ALONG SAID CURVE SUTHWEST AND HAVING A RADIUS OF 847.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE 540.25 FEET THROUGH A CENTRAL ANGLE OF TO A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 847.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE 540.25 FEET THROUGH A CENTRAL ANGLE OF ALONG SAID CURVE AND RIGHT-OF-WAY LINE 540.25 FEET THROUGH A CENTRAL ANGLE OF ALONG SAID CURVE AND RIGHT-OF-WAY LINE 540.25 FEET THROUGH A CENTRAL ANGLE OF ALONG SAID CURVE AND RIGHT-OF-WAY LINE 540.25 FEET THROUGH A CENTRAL ANGLE OF ALONG SAID CURVE AND RIGHT-OF-WAY LINE 540.25 FEET THROUGH A CENTRAL ANGLE OF ALONG SAID CURVE BAG 69 FEET THROUGH A CENTERAL ANGLE OF 65'11'09' ( CHORD N 31'49'42' W. 811.23 ) TO THE POINT OF BEGINNING.

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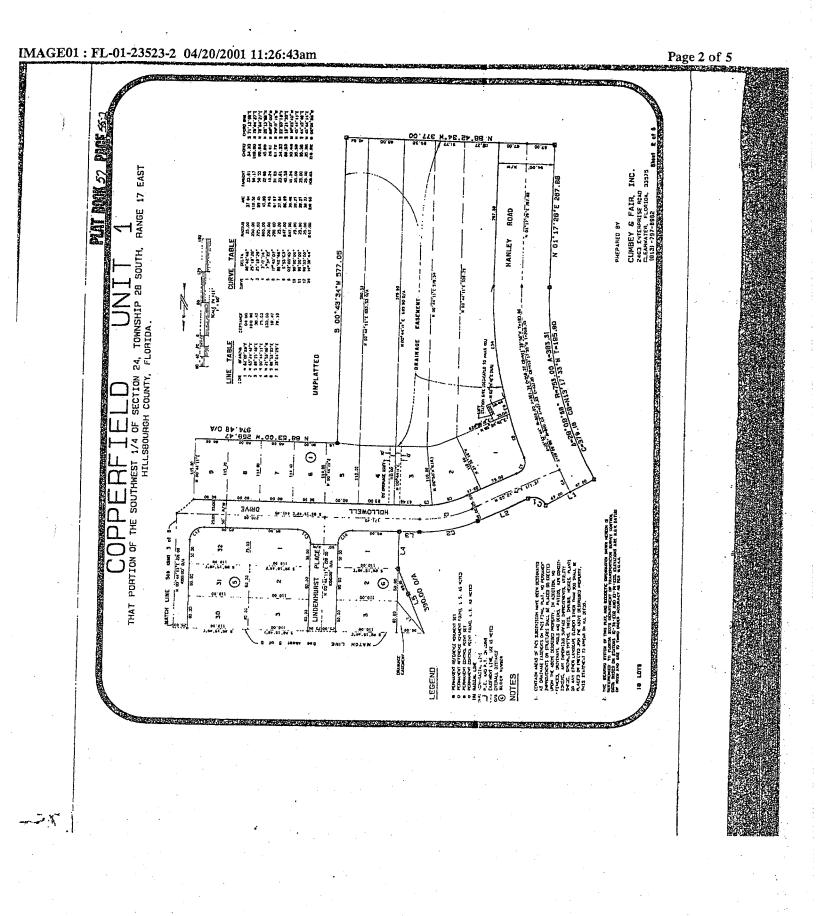
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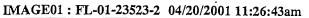
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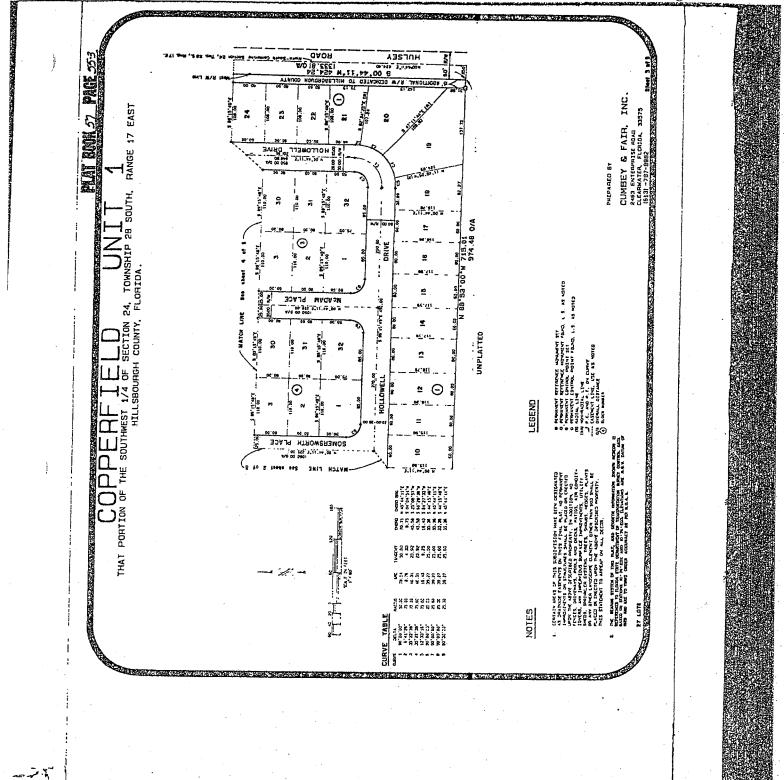
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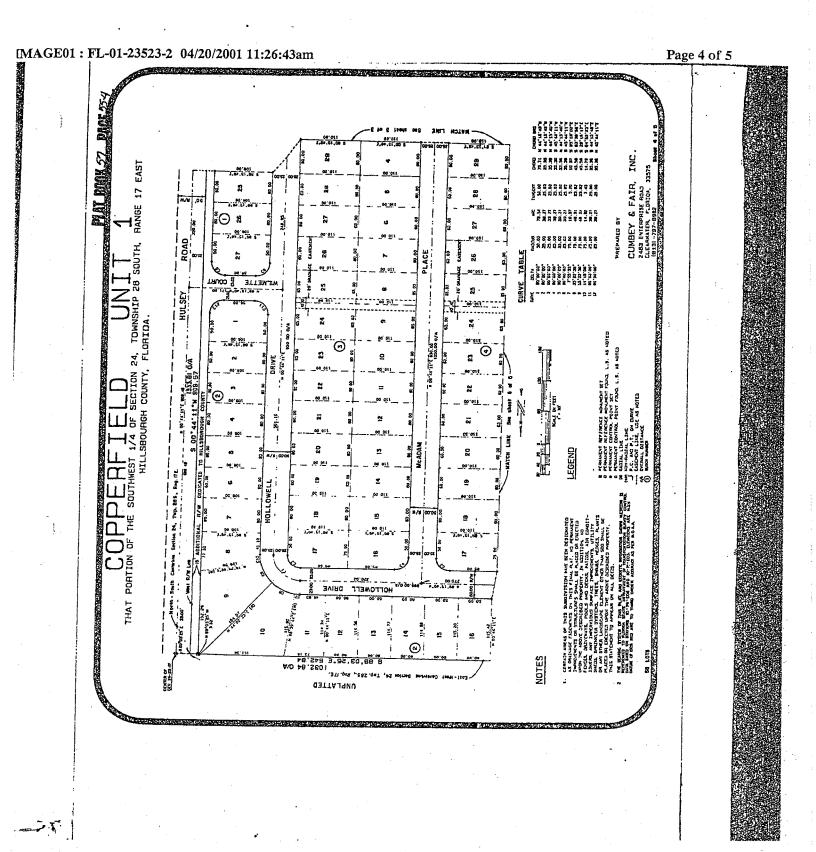
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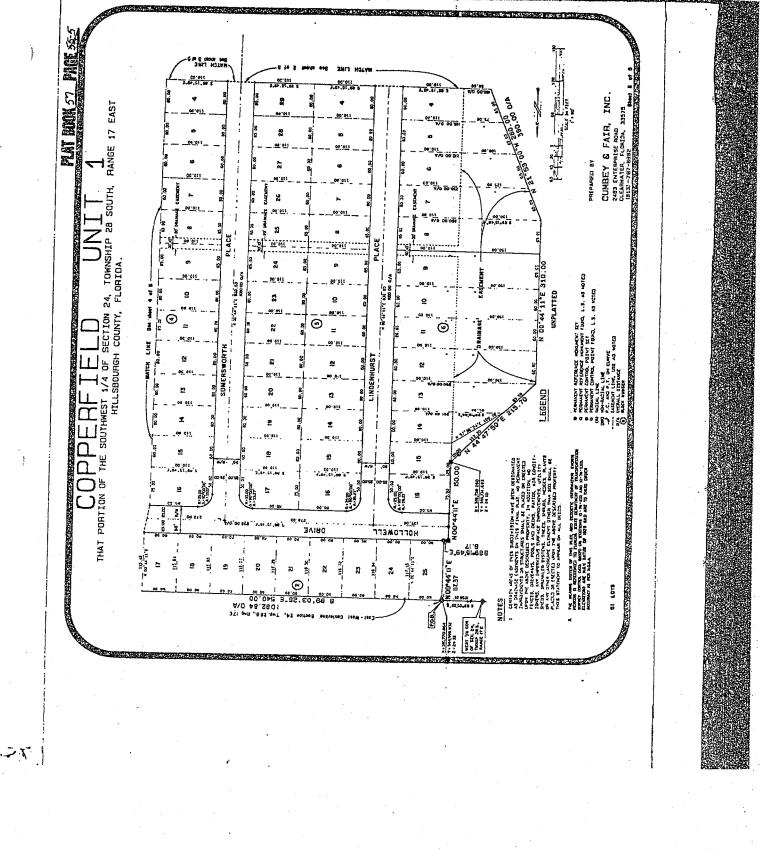








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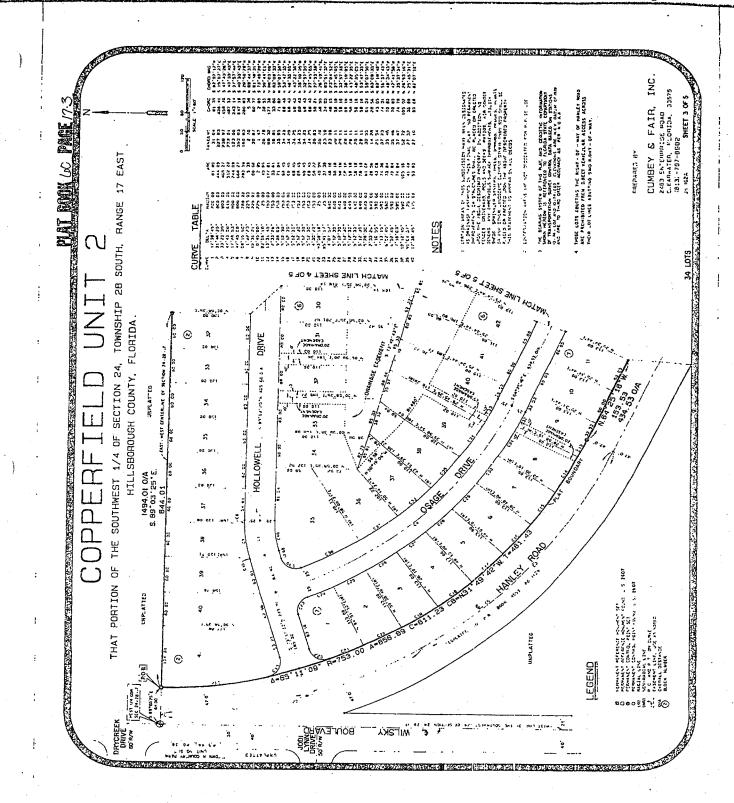
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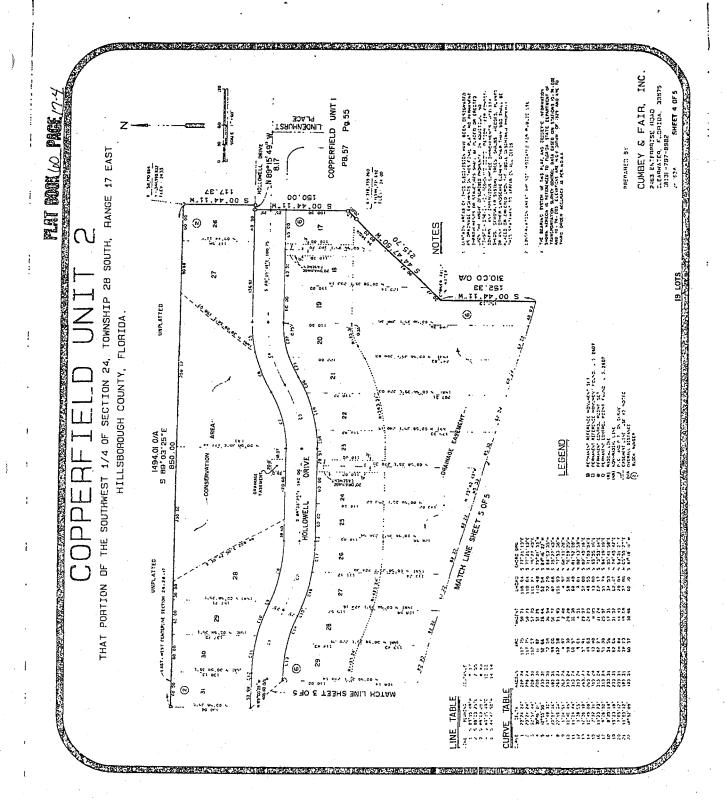
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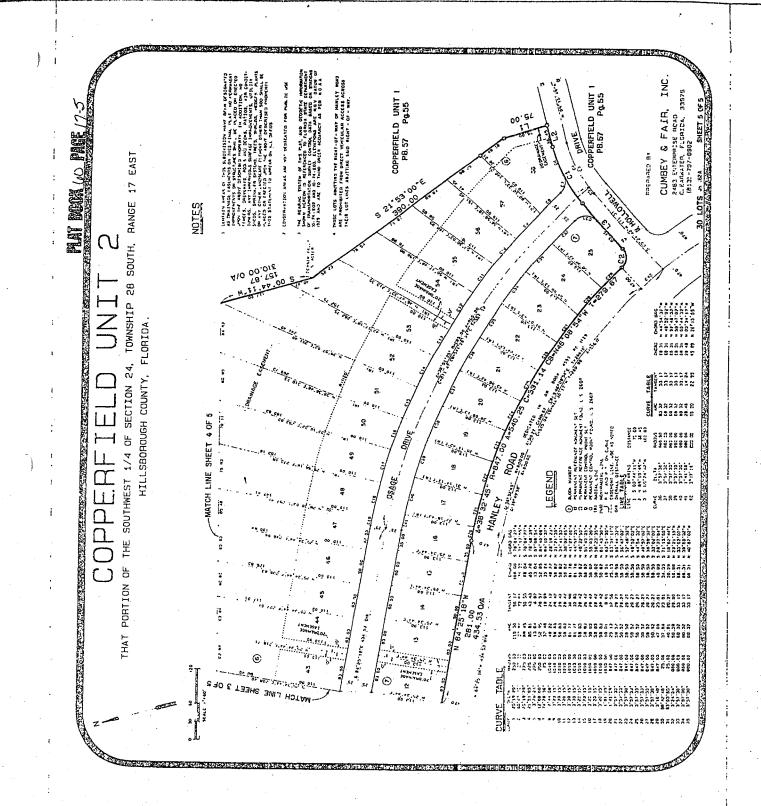


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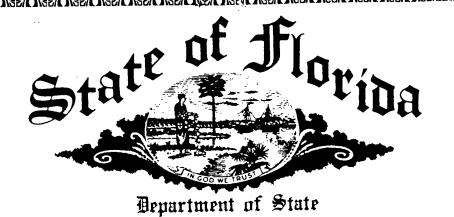
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I certify that the attached is a true and correct copy of the Articles of Incorporation of COPPERFIELD AT TAMPA HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 23, 1985, as shown by the records of this office.

The charter number of this corporation is N09423.

Great Seal of the State of Florida, at Tallahassee, the Capital, this the 24th day of May, 1985.

Secretary of State

Given under my hand and the

N0946"

#### ARTICLES OF INCORPORATION

#### OF

COPPERFIELD AT TAMPA HOMEOWNERS' ASSOCIATION

The undersigned incorporator of a corporation under the Florida Not for Profit Corporation Act hereby adopts the following Articles of Incorporation for such corporation.

#### ARTICLE I

#### Name

The name of the corporation is COPPERFIELD AT TAMPA HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

#### ARTICLE II

#### Principal Office

The principal office of the Association is located at 2502 Rocky Point Drive, Suite 900, Tampa, Florida 33607.

#### ARTICLE III

#### Registered Office and Registered Agent

The street address of the initial registered office of the Association is 2502 Rocky Point Drive, Suite 900, Tampa, Florida 33607, and the name of its initial registered agent at such address is David J. Evans.

#### ARTICLE IV

#### Purpose and Powers of the Association

This Association is a not for profit corporation organized to provide for the maintenance, preservation, and architectural control of the Lots (as hereinafter defined) in the Copperfield Subdivision (as hereinafter defined) under the jurisdiction of the Association and to promote the health, safety, and welfare of the residents under the jurisdiction of this Association and any additions thereto as may hereafter be brought within the jurisdiction of this Association. This Association shall have power to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to this property and recorded or to be recorded in the public records of Hillsborough County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and the terms used herein shall have the same meaning as in the Declaration;
- (b) fix, levy, collect, and enforce payment by any lawful means, all charges pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the

Association;

- (c) acquire (by gift, purchase, or otherwise) own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of the membership of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall be initiated and approved by the Declarant when the Class B membership is larger than the Class A membership. At such time that Class A membership is larger than Class B membership, such merger, consolidation, or annexation shall require the assent of the Board of Directors of said Association;
- (f) dedicate, sell or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of membership of the Association, agreeing to such

dedication, sale or transfer;

(g) have and to exercise any and all powers, rights, and privileges that a corporation organized under the Florida Not for Profit Corporation Act may now or thereafter have or exercise.

#### ARTICLE V

#### Membership

The membership includes every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by 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 any Lot that is subject to Assessment by the Association.

#### ARTICLE VI

#### Voting Rights

The Association shall have two classes of voting membership: <u>Class A</u>: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

<u>Class B</u>: The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on January 1, 1995.

# ARTICLE VII

# Board of Directors

The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

Name	Address
Timothy A. Powell	2502 Rocky Point Dr., Suite 900 Tampa, Florida 33607
Lorraine C. McAnallen	2502 Rocky Point Dr., Suite 900 Tampa, Florida 33607
David J. Evans	2502 Rocky Point Dr., Suite 900 Tampa, Florida 33607
Randall Braden	2502 Rocky Point Dr., Suite 900 Tampa, Florida 33607
Leonard Glessner	2502 Rocky Point Dr., Suite 900 Tampa, Florida 33607

At the first annual meeting, the members shall elect three (3) directors for a term of three (3) years; one (1) director for a term of two (2) years; and one (1) director for a term of one (1) year.

At each annual meeting thereafter, the members shall elect a director or directors to fill any and all vacancies created by the expired term of a director or directors.

# ARTICLE VIII

#### Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the membership of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this 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.

#### ARTICLE IX

#### Duration

The period of duration of the Association shall be perpetual.

#### ARTICLE X

#### Amendments

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

#### ARTICLE XI

#### VA Approval

As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, dissolution or amendment of these Articles.

#### ARTICLE XII

#### Conflicts

In the case of any conflict between the ByLaws and these Articles of Incorporation, the Articles shall control, and in the case of any conflict between the Declaration and these Articles of Incorporation, the Declaration shall control.

#### ARTICLE XIII

#### Incorporator

Address

The name and street address of the incorporator is:

David J. Evans

Name

2502 Rocky Point Dr., Suite 900 Tampa, Florida 33607

IN WITNESS WHEREOF, the undersigned incorporator has executed these articles this 20th day of \_ 1985. David Evans THE STATE OF FLORIDA COUNTY OF HILLSBOROUGH Ċ) The foregoing instrument was acknowledged before me 1985, by David J. Evans, this M<sup>n</sup>day of as incorporator. of St/ate Notary 个ublic £0, the Florida at large My Commission Expires: Notary Public, State of Florida at Large ACCEPTANCE BY REGISTERED AGENT My Commission Expires July 25, 1988 Having been named Registered Agent and designated to accept service of process for the above stated Association, at the place designated herein, I hereby agree to act in this capacity, and I further agree to comply with the provisions at the place designated herein, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

8

David

Л.

Evans

Dated this  $\frac{JU^{\prime\prime\prime}}{77(a_{\rm cl}}$  day of  $\frac{1985}{1}$ .

#### BYLAWS

OF

## COPPERFIELD HOMEOWNERS' ASSOCIATION, INC.

#### ARTICLE I

#### Name and Location

The name of the corporation is COPPERFIELD HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 2502 Rocky Point Drive, Suite 900, Tampa, Florida 33607, but meetings of members and directors may be held at such places within Hillsborough County, Florida, as may be designated by the Board of Directors.

#### ARTICLE II

#### Definitions

<u>Section 1</u>. "Association" shall mean and refer to Copperfield Homeowners' Association, Inc., a Florida not-forprofit corporation, its successors and assigns.

Section 2. "Declarant" shall mean and refer to General Homes-Florida, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

<u>Section 3</u>. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable

to the properties recorded or to be recorded in Hillsborough County, Florida, and any additions and supplements thereto.

Section 4. "Lot" or "Lots" shall mean and refer to any plot of land shown upon any recorded map of the Properties.

<u>Section 5</u>. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

<u>Section 7</u>. "Properties" shall mean and refer to that certain real property or properties described in the Declaration of Covenants, Conditions, and Restrictions and any additional properties that may hereafter be brought within the jurisdiction of the Association.

#### ARTICLE III

#### Meeting of Members

<u>Section 1. Annual Meetings</u>. The first annual meeting of the Members shall be held within one year from the date of incorpoation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of

the same month of every year thereafter, at the hour of 7:00 pm., at the principal office of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Notice of annual meetings shall not be required. The Board of Directors of said Association may change the meeting place of the annual meeting and subsequently notice of the annual meeting will be required to be mailed to all Members.

<u>Section 2</u>. <u>Special Meetings</u>. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

<u>Secton 3.</u> <u>Notice of Meetings</u>. Written notice of each meeting of the Members shall be given by, or at the direction of the secretary or person authorized to call such meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) or more than fifty (50) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, hour, and purpose of the meeting. Notice of annual meetings shall not be required unless the place of the annual meeting is changed, as referred to in Section 1 above.

<u>Section 4.</u> Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be represent or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each Member may vote in person or proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Proxies shall not be used in meetings of the Board of Directors.

#### ARTICLE IV

#### Board of Directors

<u>Section 1.</u> <u>Number of Directors</u>. The affairs of this Association shall be managed by a Board of five (5) Directors who need not be Members of the Association.

<u>Section 2.</u> <u>Term of Office</u>. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting. At said annual meeting, the Members shall elect three (3) directors for a term of three

(3) years, one (1) director for a term of two (2) years, and one(1) director for a term of one (1) year.

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

<u>Section 4</u>. <u>Election</u>. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be elected by the

remaining members of the Board and shall serve for the unexpired term of his predecessor.

<u>Section 6</u>. <u>Compensation</u>. No director shall receive compensation for any services he may render to the Association; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V

#### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) directors after not less than three (3) days notice to each director. Such notice may be waived at or prior to such meeting by unanimous consent of the Board.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the Board of Directors. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

### ARTICLE VI

# Powers and Duties of the Association

<u>Section 1.</u> <u>Powers</u>. The Association, by and through its Board of Directors, shall have the following rights and powers:

(a) suspend the voting rights and right to the use of ' any facilities or services provided by the Association of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(b) exercise on behalf of the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incoporation, or the Declaration;

(c) declare the office of a member of the Board to bevacant in the event such board member shall be absent fromthree (3) consecutive meetings of the Board of Directors;

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment of services; and

(e) to exercise such other rights and powers granted to it under the Declaration, the Articles of Incorporation, or these By-Laws.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to fix the amount of the annual assessment against properties

subject to the jurisdiction of the Association and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(d) send written notice of each assessment to everyOwner subject thereto at least thirty (30) days in advanceof each annual assessment period;

(e) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(f) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned or leased by the Association; and

(g) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

#### ARTICLE VII

## Officers and Their Duties

<u>Section 1.</u> <u>Enumeration of Officers</u>. The officers of this Association shall be a president, who shall be at all times a member of the Board of Directors, a vice president, a secretary,

a treasurer, and such other officers as the Board may from time to time by resolution create.

<u>Section 2.</u> <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

<u>Section 4</u>. <u>Special Appointments</u>. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

<u>Section 5</u>. <u>Authority to Sign Checks</u>. The Board, from time to time, may authorize any person or persons, who need not be officers or directors of the Association, to sign checks of the Association. Such agents may be authorized to sign singly or jointly, as the Board in its discretion may decide. The Board may at any time rescind or revoke such authority granted to any person. Such authority may be given to a person or persons in conjunction with or in lieu of the authority of the treasurer to sign checks. In the absence of any appointments by the Board under this Section 5, the treasurer of the Association shall have sole authority to sign the Association's checks.

Section 6. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 7</u>. <u>Vacancies</u>. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

<u>Section 9. Duties</u>. The duties of the officers of the Association are as follows:

(a) <u>President</u>. The President of the Association shall preside at all meetings of the Board of Directors of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes

(b) <u>Vice President</u>. The Vice President shall act in the place and instead of the President in the event of his absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) <u>Secretary</u>. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) <u>Treasurer</u>. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

#### ARTICLE VIII

#### Committees

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board

of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE IX

#### Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inpsection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE X

#### Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessments is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any action shall be added to the amount of

such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the facilities or services provided by the Association or by abandonment of his Lot.

#### ARTICLE XI

#### Corporate Seal

The Association shall have a seal in circular form having within its circumference the words "Copperfield Homeowners' Association, Inc." and within the center the word "Florida".

#### ARTICLE XII

#### Amendments

<u>Section 1</u>. <u>Amendments</u>. The By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Board members present, except that the Federal Housing Administration and Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XIII

#### Miscellaneous

The fiscal year of the Association shall begin on the first

day of January and end on the 31st day of December of every year, except that the first year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Copperfield Homeowners' Association, Inc., have hereunto set our hands this  $\frac{154}{100}$  day of  $\frac{1000}{1000}$ , 1985.

Tom Sandridge McAnallen π a Braden landal teonard Gles

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

this	The / St	foreg day o	oing in $f$	nstrument Man	was	acknowledged , 1985, Tom	before me Sandridge,
as di	irect	or.				- Zario l	g Culled B

Notary Publac State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Largo 11: Commission Expires July 25, 1963

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument	was acknowledged before me
this 15 day of May	, 1985, by Lorraine C.
McAnallen, as director.	

Notary Public State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires July 25, 1993

#### STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me Mai this 1985, by David J. Evans, as day of director. of Florida Notary Pub/lic State at Large My Commission Expires: Notary Public, State of Florida at Large My Commission Expires July 25, 1989 STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me 151 this day of mai 1985, by Randall K. Braden, as director. Notarý Publi Florida tate οţ at Large My Commission Expires: Notary Public, State of Florida at Large My Commission Expires July 25, 1988 STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me /SF day of 1985, by Leonard Glessner, this as director. Notary Public State florida of at Large

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires July 25, 1988

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Copperfield Homeowners' Association, Inc., a Florida corporation, and, THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held \_\_\_\_\_ day of \_\_\_\_\_, 1985.

of \_\_\_\_\_\_, 1985.

Secretary C. McGralle

.

# **INSTR # 99141290** OR BK 09622 PG 1613

RECORDED 05/11/99 08:01 AM RICHARD AKE CLERK OF COURT HILLSBOROUGH COUNTY DEPUTY CLERK S Spencer

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and Return to: Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A. 1299 Main St. Suite F Dunedin FL 34698-5333

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

# **CERTIFICATE OF AMENDMENT** TO THE BY-LAWS OF

# COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Copperfield at Tampa Homeowner's Association, Inc., as described in Official Records Book 4580 at Page 1839, of the Official Records of Hillsborough County, Florida, was duly approved in the manner required by the Declaration of Covenants, Conditions, and Restrictions for COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC. at a meeting held on February 17, 1999.

IN WITNESS WHEREOF, we have affixed our hands this  $21^{52}$  day of <u>APRIL</u>, 199<u>9</u>, at Tampa, Hillsborough County, Florida.

COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC.

Witnesses:

Signature of Witness #1

Steven Z. Abraham

Printed name of Witness #1

abut W Land Signature of Witness #

Robert W. Laird Printed name of Witness #2

Attest

# STATE OF FLORIDA ) COUNTY OF HILLSBOROUGH )

BEFORE ME, the undersigned authority, personally appeared Sharan Backus, President and Janet Roberts, Secretary, of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are <u>personally known to me</u> or have produced \_\_\_\_\_\_\_ and \_\_\_\_\_\_ and \_\_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this  $\frac{21}{4999}$  day of  $\frac{APRIL}{19999}$ .

Printed Nam

Notary Public

JAMES E. LUALLEN

d Thru Notary Public Under

COMMISSION # 00 454718 EXPIRES: April 25, 1999

My commission expires:

C:\WP\A-THRU-D\COPPER\CERT.AMD

# ADOPTED AMENDMENT TO THE BY-LAWS OF COPPERFIELD AT TAMPA HOMEOWNERS' ASSOCIATION, INC.

# ARTICLE XIV

# Rules and Regulations

Section 1. The Association shall have the right to make and amend reasonable rules and regulations concerning use of the property subject to the Declarations by and through the Board of Directors.

Section 2. No vehicle repairs shall be performed anywhere within the Subdivision except the fixing of flat tires and such emergency repairs as may be minimally necessary (not to exceed four (4) hours in any thirty (30) day period) to remove the vehicle out of the Subdivision to effect permanent repairs. The Board may specifically define prohibited activities. Additionally, no parking of vehicles shall be allowed anywhere except the streets and Lots entirely upon the paved areas of the Lots. Provided, however that parking on the sidewalks and Common Areas is prohibited at all times. Vehicles prohibited by the Declaration or By-Laws may be towed from the Lots after reasonable notice placed on the vehicle. ,

INSTRUMENT#: 2011377875, O BK 20815 PG 1304-1334 11/21/2011 at 08:48:24 AM, DEPUTY CLERK: BLOGGANS Pat Frank, Clerk of the Circuit Court Hillsborough County INSTRUMENT#: 2011347986, O BK 20773 PG 401-402 10/25/2011 at 01:49:03 PM, DEPUTY CLERK: LPERTUIS Pat Frank, Clerk of the Circuit Court Hillsborough County

# CERTIFICATE OF SECOND AMENDMENT TO THE BYLAWS AND CERTIFICATE OF RECORDING THE ARTICLES OF INCORPORATION AND BYLAWS OF COPPERFIELD AT TAMPA HOMEOWNERS ASSOCIATION, INC.

We hereby certify that the attached Amendment to the Bylaws of COPPERFIELD AT TAMPA HOMEOWNERS ASSOCIATION, INC., as described in Official Records of Hillsborough County, Florida, beginning at Official Records Book 4580, at Page 1839; said original Bylaws being attached hereto as exhibit "A"; and as amended on or about April 21, 1999, said Amendment being recorded on May 11, 1999 in the Official Records of Hillsborough County, Florida at Official Records Book 09622, Page 1613. (Exhibit "B"); attached hereto as Exhibit C are the Articles of Incorporation of COPPERFIELD AT TAMPA HOMEOWNERS ASSOCIATION, INC.; attached hereto as Exhibit "D" is the Amended Article XIV of the Bylaws of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC., said Amendment being duly approved in the manner required by the Bylaws of COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC. at a meeting held on August 17, 2011.

IN WITNESS WHEREOF, we have affixed our hands this <u>2/17</u> day of <u>SEPTEMBAD</u>2011 in Hillsborough County, Florida.

- )	COPPERFIELD.	AT TAMPA/H	MEOWNEI	RS ASSOCIATIO	N, INC.	
Witness: Maul Minty MANUEL MOA Print Name	_	by: Ralph I	Don Lopez, Pres	ident	-	
Witness: (ARALYN SCHARN	site	Print	Name		-	
Print Name Witness:	A.	Attest:	ACL oy Cox Secreta	) \$/	_ *	
Print Name	Enegn.		<u>ice Ce</u>	X		
Witness: AROLW Scharn Manufiel Print Name STATE OF FLORIDA	uit 2 mate					
President of Copperfield at	ID SUBSCRIBED befor	sociation, Inc., on b	ehalf of the corp	oration. He is person		
to me or has produced		as identification	and thit (tid not	Ytake an oath.	RONALD S. TROW MY COMMISSION # EXPIRES: June	FF 103815
STATE OF FLORIDA COUNTY OF HILLSBOR			-		Bonded Thru Notary Publ	ic Underwrite
SWORN TO AN of Copperfield at Tampa H or has produced	D SUBSCRIBED before lomeowner's Association, as ide	Inc., on behalf of	the corporation.	She is personally kn	Secretary own to me	
		Hotary Public	HALL	H	RONALD S. TROWBI MY COMMISSION # EE EXPIRES: June 17,	103972

## Additions indicated by underlining. Deletions indicated by striking through.

#### ADOPTED SECOND AMENDMENT TO THE BY-LAWS OF COPPERFIELD AT TAMPA HOMEOWNER'S ASSOCIATION, INC.

#### ARTICLE XIV. Rules and Regulations

Section 1. The Association shall have the right to make and amend reasonable rules and regulations concerning use of the property <u>common areas</u> subject to the Declarations by and through the Board of Directors.

Section 2. No vehicle repairs shall be performed anywhere within the Subdivision except the fixing of flat tires and such emergency repairs as may be minimally necessary (not to exceed four (4) hours in any thirty (30) day period) to remove the vehicle out of the Subdivision to effect permanent repairs. The Board may specifically define prohibited activities. Additionally, no parking of vehicles shall be allowed anywhere except the streets and Lots entirely upon the paved areas of the Lots, except that non-commercial, passenger vehicles of residents and residents' guests of the Lot immediately adjacent to and fronting such easement, may be temporarily (not over night) parked parallel to and in the direction of traffic within the easement between the street curb and sidewalk in such manner that at least two vehicle wheels are resting within the public roadway. Non-commercial, passenger vehicles of residents' guests may be temporarily (not overnight) parked entirely within the easement between the street curb and sidewalk along the private conservation area between 7207 and 7225 Hollowell Drive. Otherwise, parking on the common areas is prohibited except as permitted by the Rules and Regulations adopted by the Board of Directors of the Association. Provided, however that parking on the sidewalk and Common Areas is prohibited at all times. Vehicles prohibited by the Declaration or By-Laws may be towed from the Lots after reasonable notice placed on the vehicle.