

Section 18. "Person" means any natural person or artificial entity having legal capacity.

Section 19. "Properties" means the lands described as Random Oaks Subdivision as herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 20. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section 21. "Subdivision Map or Plat" means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 22. "The Work" means the initial development of the Properties by Declarant and may include changes in the initial development where deemed appropriate by Declarant so long as such changes are not inconsistent with the initial development.

ARTICLE II PROPERTY RIGHTS

Section 1. Easements and Enjoyment. Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The Association's rights to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's rights: (i) to suspend the voting rights of any Owner for any period in which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VII, Section 2, below. However, the common area cannot be mortgaged or conveyed without the consent of at least two thirds (2/3) of the lot owners entitled to cast Class A votes pursuant to Article VII, Section 2.

(d) Delegation of Use. Such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association. Each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is

exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area by the Association is subject to such Lot Owner's easement of access.

Section 3. Public Easements. Developer dedicates that portion of the Properties described on the recorded plat and made a part hereof for use and maintenance of public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Declarant dedicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Properties; and Declarant grants to such utilities jointly and severally, easements for such purposes.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Declarant as part of the Work, and their replacement.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association.

(c) Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

(d) Signs. No sign of any kind will be displayed to public view within the Properties except (i) customary name and address signs on each Lot, (ii) a Lot sign of not more than six (6) square feet in size advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation or beware of dog or such similar signs approved by the Association. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or his assigns to advertise the property during the promotion and construction of dwellings and sale of Lots.

(e) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties is permitted anywhere within the Properties.

(f) Use of Lots. Each Lot may be improved and used for residential purposes only and only single detached family homes, approved in accordance with Article V may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Properties.