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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
MILL RUN

THIS DECLARATION, made on the date hereinafter set forth, by PASCO/MILL RUN VENTURE, a general partnership, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in Pasco County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Properties").

NOW, THEREFORE, Developer hereby declares that all of the Properties so described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I.
DEFINITIONS

Section 1. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for MILL RUN.

Section 2. "Developer" shall mean and refer to PASCO/MILL RUN VENTURE, a general partnership, presently having its principal place of business in Tarpon Springs, Florida, its successors or assigns of any or all of their rights under this Declaration, including any mortgagee which succeeds to Developer's interest.

Section 3. "Owner" shall mean and refer to every person or persons, or entity or entities, who are the record



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owners of a fee interest in any lot or portion of the Properties, their heirs, successors, legal representatives or assigns.

Section 4. "Association" shall mean and refer to MILL RUN HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation existing under the laws of the State of Florida.

Section 5. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, which includes roads, front walls, gates, landscaped areas, access easements, retainage walls, drainage ponds and structures. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit "B" attached hereto and made a part hereof.

Section 7. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Maintenance" of the Common Area means to keep in an engineering designed working order; to allow functioning as designed; and to follow maintenance and operation instructions for on-site stormwater facilities as outlined in the Mill Run Subdivision Maintenance and Operation Instructions as prepared by Ralph M. Hansen, P.E., engineer for the subdivision, a copy of which is attached to this document as Exhibit "C".

ARTICLE II.
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with

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the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association 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 may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, 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.

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Class B. The Class B members shall be the Developer who shall be entitled to three 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 equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1995.

ARTICLE IV.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, 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) annual assessments or charges, 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, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in MILL RUN and for the improvement and maintenance of the Common Area, including, but not limited to, cost of repair, replacement

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and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authorities; and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Fifty and no/100 Dollars (\$250.00) per Lot.

(a) From and after January 1 of the first year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the first year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have

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the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty-one percent (51%) at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except as set forth in Section 9 of this Article.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer

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of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association, as to the status of assessments on a Lot, is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B member, shall not be obligated to pay more than twenty-five percent (25%) of the maximum annual assessment designated for Class A. For the annual assessment period that the Developer pays only twenty-five percent (25%) of the maximum assessment, the Developer shall pay an amount of common expenses incurred during this period and not produced by the special and annual assessments collectible from all members, including Class B members. Notwithstanding anything herein contained to the contrary, should any lots owned by the Developer be occupied with improvements thereon, the Developer shall be responsible to pay the full annual assessment beginning when said improvements are first occupied, regardless of whether the Developer retains ownership of the Lot and improvements thereon.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or

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INTEREST

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any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.
ARCHITECTURAL CONTROL

No building or structure of any kind including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications and exterior colors, shall have been submitted to the Board of Directors at 160 East Lemon Street, Tarpon Springs, Florida, and approved by the Board of Directors in writing before any construction has begun. After approval, any change in location, plot plan, or exterior colors must be resubmitted for approval by the Board of Directors. Failure to submit the plans, specifications, exterior colors, location and plot plan in detail and to scale, or failure to acquire the approval of the Board of Directors shall be deemed a material breach of this Restriction. The Board of Directors shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the Owner to obtain from the appropriate governmental authority's building department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. The Board of Directors will not assume any responsibility in this regard before, during, or after construction on any of the Lots in MILL RUN. The aforementioned

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technical data must be detailed on the final plans and specifications when submitted to the Board of Directors before plan approval will be given. No exterior colors on any building or structure on any Lot shall be permitted that in the sole judgment of the Board of Directors would be inharmonious or discordant, or incongruous for MILL RUN. Any future exterior color changes desired by Owner must be first approved by the Board of Directors in writing. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such plans and specifications within thirty (30) days after such plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. This provision shall not apply to any buildings, fences, walls or other structures or improvements constructed, erected or made by the Developer.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be

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amended during the first twenty (20) year period by an instrument signed by not less than 90% of the lot owners, and thereafter by an instrument signed by not less than 75% of the lot owners. Any amendment must be recorded.

Section 4. Addition to the Properties. Additional lands within the area described on Exhibit "D" attached hereto and incorporated herein by reference, may, from time to time, be brought within the jurisdiction and control of the Association and made subject to all of the terms of this Declaration as if such lands were part of the properties initially included within the terms hereof, provided such additions are made within ten (10) years from the date this Declaration is recorded. The Developer may, from time to time, in its discretion and without need for consent or approval by either the Association or its members, cause such additional lands to become subject to this Declaration, but under no circumstances shall the Developer be required to make such additions, and until such time as such additions are made to the properties initially included in the manner hereinafter set forth, neither the Exhibit "D" lands nor any other real property owned by the Developer or any other person or party whatsoever, other than the properties initially included, shall in no way be affected by or become subject to this Declaration. Notwithstanding anything contained in this section, or elsewhere in this Declaration, the Developer neither commits to, warrants nor represents that any such additional lands shall be added to the properties initially included.

Section 5. Methods and Procedures for Making Additions. Additions to the properties initially included may become subject to this Declaration by, and only by, one of the following methods:

A. The Developer and/or the Association shall have the right to bring within the jurisdiction and control of the Association and make subject to the scheme of this

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Declaration any or all of the additional lands described on attached Exhibit "D".

B. The additions authorized under subsection A of this section shall be made by the Developer and/or Association filing of record in the Public Records of Pasco County, Florida, an amendment to this Declaration with respect to the additional land, extending the scheme of the covenants and Restrictions of this Declaration to such land. Such amendment may contain complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof, provided such are not inconsistent with the scheme of this Declaration. In no event, however, shall such amendment revoke, modify or add to the covenants established by this Declaration as such affect the land heretofore described as MILL RUN.

C. No addition shall revoke or diminish the rights of the Owners of the Properties initially included to the utilization of any common areas as established hereunder except to grant to the Owners of the land being added to the properties initially included the right to use the common areas according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments.

D. Nothing contained in this article shall obligate the Developer to make any additions to the Properties.

E. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: annexation of additional lands, dedication of common areas and amendment of this Declaration. The prior approval of the Veteran's Administration or the Federal Housing Administration need not be recorded in the Public Records and any amendment which, by the terms hereof, requires such approval shall be

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conclusively deemed to be so approved upon the recording of such amendment in the Public Records.

Section 6. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 7. Restrictions. The Owners or their tenants, guests, family and invitees shall be governed by all of the provisions set forth herein.

(a) No trade, business or profession or other type of commercial activity shall be carried on upon property designated multi- or single-family residential or any portion thereof, except that nothing herein shall prohibit the operation of sales models and offices by the builders of residences on the property until all such residences have been sold, leased or rented by the builders.

(b) No nuisances shall be allowed to exist within the Properties nor any use or practice that is the source of annoyance to owners or which interferes with the peaceful possession and proper use of the Lots by their Owners.

(c) No animals other than customary and usual

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household pets to include a limit of two (2) shall be kept, bred or maintained on the property and no animals of any description whatsoever shall be kept, bred or maintained for any type of commercial purposes.

(d) Any basketball backboard or other fixed games or play structures shall be located behind the front building line of the house located on any given lot.

(e) The dumping of rubbish, trash or waste on any lot is prohibited and all Lot Owners shall provide for the disposal of trash, rubbish and sanitary waste.

(f) Any outbuilding of any description shall only be allowed with the prior written approval of the Developer or the Association, and no such outbuilding, whether temporary or permanent in nature, shall be allowed to be used as a residence.

(g) The lawn and landscaping shall be properly maintained and no rock, cement or gravel lawns shall be permitted.

(h) Any devices utilized for hanging clothes shall be located to the rear of the residence on any given Lot.

(i) No oil or gas tanks shall be permitted with the exception of any fuel that is used for household cooking or heating purposes;

(j) There shall be no display of signs of any description except signs advertising the property for sale or lease and signs used by the builders to advertise the property for sale during the course of construction;

(k) All swimming pools, spas, tennis courts or other recreational facilities that are permanent in nature shall be located in compliance with county regulations.

(l) No abandoned vehicles shall be stored upon the Lot and any motor home or travel trailer shall be stored to the rear of the residence on the Lot and any boat shall be stored at all times within the confines of the garage.

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(m) No docks, piers or similar structures shall be constructed without the prior written approval of the Developer or the Association.

(n) Television or radio antennas shall not exceed three inches (3") in diameter and shall not exceed a height of thirty feet (30') and no satellite dishes or receivers similar thereto shall be allowed.

(o) All heating and air conditioning units shall be located adjacent to the residence and properly maintained. There shall be no window air conditioning units or units commonly referred to as wall air conditioning units. Any solar heating devices utilized shall be neat in appearance and subject to prior written approval of the Developer or the Association.

(p) No Lot Owner shall install any type of deep well without the prior approval of the Developer or the Association. Nothing herein, however, shall prohibit the Developer from locating wells, pumping facilities or tanks within the residential area open spaces or within any other area of MILL RUN.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 14th day of November, 1989.

Signed, sealed and delivered in the presence of:

PASCO/MILL RUN VENTURE, general partnership


Maurice J. Pick
Witness

William B. Bizzari
Witness

By: George Nicholas
GEORGE NICHOLAS, Managing partner

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14th day of November, 1989, by GEORGE NICHOLAS, as Managing Partner of Pasco/Mill Run Venture, a general partnership.


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Maurice J. Pick
Notary Public

My Commission Expires: Aug. 23, 1992
Notary Public, State of Florida
My Commission Expires Aug. 23, 1992
Bonded thru Tray Loan Insurance Inc.

M# 37/MR.1

JOINDER AND CONSENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MILL RUN

The undersigned hereby joins in, consents to and ratifies the Declaration of Covenants, Conditions and Restrictions governing Mill Run as set forth in the foregoing pages.

Signed, sealed and delivered
in the presence of:

GRANDVIEW HOMES, INC.

Libby Aldredge
Witness
Jain P. ...
Witness

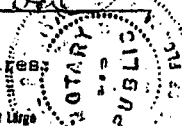
By: [Signature]
M.D. Boyce, President

STATE OF FLORIDA)
COUNTY OF _____)

Before me, personally appeared M.D. Boyce, as
President of Grandview Homes, Inc., and who executed the foregoing
Joinder and Consent to be used for the purposes therein
expressed.

Witness my hand and official seal at New Port Richey
Pasco County, Florida, the 22nd day
of November, 1989.

[Signature]
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 27, 1990



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JOINDER AND CONSENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MILL RUN

The undersigned hereby joins in, consents to and ratifies the Declaration of Covenants, Conditions and Restrictions governing Mill Run as set forth in the following pages 1 through 14 and exhibits A, B & C attached.

Signed, sealed and delivered
in the presence of:

CENTEX REAL ESTATE CORPORATION d/b/a
CENTEX HOMES - West Florida Division

Patti Lampkowski
Witness
K. O. Breland
Witness

By: Larry W. Peebles
Larry W. Peebles, Div. President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

Before me, personally appeared Larry W. Peebles
, and who executed the foregoing
Joinder and Consent to be used for the purposes therein
expressed.

Witness my hand and official seal at
Tampa, Hillsborough County, Florida, the 29th day
of November, 1989.

Patti Melton
Notary Public
My Commission Expires: Jan 1991

M#36/MR5

O. R. 1920 PG 1881