

PREPARED BY:
 Kerry D. Saffier, Esq.
 123 N.W. 13th Street
 Suite 300
 Boca Raton, Florida 33432

**DECLARATION OF COVENANTS
 FOR
 HICKORY LAKES**

THIS DECLARATION, made by ENGLE HOMES/GULF COAST, INC., a Florida corporation, whose address is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Hillsborough County, Florida, more particularly described in Exhibit "A" affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future Parcel Owner and shall apply to and bind every present and future Parcel Owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to HICKORY LAKE ESTATES OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Parcel Owner" shall mean and refer to the record Parcel Owner, whether one or more persons or entities, of a fee simple title to any Parcel including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Community" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Parcel" shall have the meaning as set forth in Florida Statutes Section 617.301 (9) and shall be further defined to provide that, no resubdivision of a Parcel shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Parcel shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Parcel. The legal description for each Parcel in the Community shall reference the "Plat" as hereinafter defined and recorded in the Public Records of Palm Beach County, Florida, together with all structures and improvements thereon. Once a Parcel is so created, no further resubdivision shall be permitted. It is anticipated that buildings will be constructed containing multiple Units, separated by Party Walls (See Article XII hereof for Party Wall provisions). The term "Unit" shall be synonymous with and have the meaning of "Parcel" as defined herein to the extent the term "Unit" may have been used in the previously filed Articles of Incorporation for the Association.

Section 5. "Developer" shall mean and refer to Engle Homes/Gulf Coast, Inc., a Florida corporation, its specific successors and assigns as set forth in Article IX hereof and as defined in F.S. 617.301 (5). The term "Developer" shall be synonymous with and have the meaning of "Developer" as defined herein to the extent the term "Developer" is used in the previously filed Articles of Incorporation for the Association.

Section 6. "Articles and By-Laws". The filed Articles of Incorporation for the Association are attached hereto as Exhibit "B", and the By-Laws to be adopted for the Association are substantially in the form attached hereto as Exhibit "C".

Section 7. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 8. "Institutional Mortgagee" shall mean a state or federal bank, savings and loan association or service company, a mortgage corporation or mortgage banker, insurance company, real estate or mortgage

investment trust, pension fund, an agency of the United States Government, F.N.M.A., HUD/VA or any other lender generally recognized as an institutional-type lender, or Developer and any related entity or person to Developer, holding a mortgage on a Parcel.

Section 9. "Plat" shall mean the Plat of "HICKORY LAKES PHASE I, as recorded in Plat Book 82, Pages 13-1 through 13-8 inclusive, of the Public Records of Hillsborough, Florida.

Section 10. "Member" shall mean a member of the Association.

Section 11. "Governing Documents" shall have the meaning as set forth in F.S. 617.301 (6).

Section 12. "Common Area" shall mean all real property (and interests therein and improvements thereon) owned or leased by or dedicated to the Association for the common use and enjoyment of the Members, including, but not limited to, the Tracts as depicted upon and dedicated to the Association pursuant to the Plat and as may be further hereinafter defined specifically, but not limited to, Article III hereof.

Section 13. "Voting Interest(s)" shall have the meaning as set forth in F.S. 617.301 (11).

ARTICLE II

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Developer. Until such time as Class B membership to the Association has ceased pursuant to the provisions of Article IV hereof, additional residential property and/or Common Area may be annexed to the Community with the consent and approval of Developer. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Parcels shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration and shall be executed by Developer and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Community. Such Notice of Declaration may contain such additions or 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 and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or amend the covenants established by this Declaration as to the subject Community.

Section 2. Annexation by Members. At such time as Class B membership has ceased pursuant to the provisions of Article IV hereof, additional lands may be annexed by consent of Members entitled to vote at least two-thirds (2/3rds) of the Voting Interests of the Association, and the procurement of applicable governmental approvals.

Section 3. Withdrawal. For a period of five (5) years from the date of recordation of this Declaration, the Developer shall be entitled to withdraw any portion of the Community which is described in Exhibit "A" affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of the Governing Documents by recording a notice thereof in the Public Records; provided, however, that this right of Developer to withdraw shall not apply to any portions of the Community which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance or unless the transferee of such conveyance agrees to such withdrawal. The withdrawal of any portion of the Community as hereinafter stated shall not require the consent or joinder of any other party, including any Member, Parcel Owner, the Association, or any Mortgagee of the Community provided applicable governmental approvals are obtained. Further, said withdrawal shall not be construed to prevent the Developer from developing other forms of residential parcels on the same property, at a later time.

Section 4. Vacating of Recorded Plat. Developer hereby covenants that it will not vacate any portion of the recorded Plat for the Community, as recorded in the Public Records, which provide for open space, unless it vacates the entire Plat of record.

Section 5. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the applicable County Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Community, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Community.