

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P G 1328

56
per

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
TAMPA PALMS AREA 3
OWNERS ASSOCIATION, INC.**

1997 JUL 31 PM 12:52

0097196604

This instrument was prepared by:
Cynthia A. Henderson, Esq.
Rudnick & Wolfe
101 E. Kennedy Boulevard, Suite 2000
Tampa, Florida 33602

After recording, return to:
John S. Inglis, Esq.
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Boulevard, Suite 2800
Tampa, Florida 33602

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

THIS IS NOT A OFF REC 8657 P 6 1329

CERTIFIED COPY TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
SECTION 1. "Area of Common Responsibility"	1
SECTION 2. "Association"	1
SECTION 3. "Commercial Unit"	2
SECTION 4. "Common Area"	2
SECTION 5. "Common Expenses"	2
SECTION 6. "Community-Wide Standard"	2
SECTION 7. "Electoral District"	2
SECTION 8. "General Assessment"	2
SECTION 9. "Land Segment Owner"	2
SECTION 10. "Master Land Use Plan"	3
SECTION 11. "Member"	3
SECTION 12. "Mortgage"	3
SECTION 13. "Mortgagee"	3
SECTION 14. "Mortgagor"	3
SECTION 15. "Owner"	3
SECTION 16. "Person"	3
SECTION 17. "Properties"	3
SECTION 18. "Residential Unit"	3
SECTION 19. "Special Assessment"	4
SECTION 20. "Subdistrict"	4
SECTION 21. "Subdistrict Assessments"	4
SECTION 22. "Subsequent Amendment"	4
SECTION 23. "Unit"	4
SECTION 24. "Voting Member"	4
 ARTICLE II PROPERTY RIGHTS	 5
 ARTICLE III MEMBERSHIP AND VOTING RIGHTS	 5
SECTION 1. Membership	5
SECTION 2. Voting	5
 ARTICLE IV MAINTENANCE	 6
SECTION 1. Association's Responsibility	6
SECTION 2. Owner's Responsibility	7
 ARTICLE V INSURANCE AND CASUALTY LOSSES	 7
SECTION 1. Insurance	7
SECTION 2. Individual Insurance	9
SECTION 3. Disbursement of Proceeds	9
SECTION 4. Damage and Destruction	10

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 1330

	<u>Page</u>
SECTION 5. Repair and Reconstruction	10
ARTICLE VI NO PARTITION	11
ARTICLE VII CONDEMNATION	11
ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTY	12
SECTION 1. Annexation Without Approval of Class "A" Membership	12
SECTION 2. Annexation With Approval of Class "A" Membership	12
SECTION 3. Acquisition of Additional Common Area	12
SECTION 4. Amendment	13
ARTICLE IX RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	13
SECTION 1. Common Area and Rights-of-Way	13
SECTION 2. Personal Property and Real Property for Common Use	13
SECTION 3. Rules and Regulations	13
SECTION 4. Implied Rights	13
ARTICLE X ASSESSMENTS	13
SECTION 1. Creation of Assessments	13
SECTION 2. Computation of Assessment	14
SECTION 3. Special Assessments	15
SECTION 4. Lien for Assessments	15
SECTION 5. Capital Budget and Contribution	16
SECTION 6. Date of Commencement of Annual Assessments	16
SECTION 7. Subordination of the Lien to First Deeds of Trust and First Mortgages	16
SECTION 8. Capitalization of Association	17
ARTICLE XI ARCHITECTURAL STANDARDS	17
SECTION 1. New Construction Committee	17
SECTION 2. Modifications Committees	17
ARTICLE XII USE RESTRICTIONS	18
SECTION 1. Signs	19
SECTION 2. Parking and Garages	19
SECTION 3. Occupants Bound	19
SECTION 4. Animals and Pets	19
SECTION 5. Nuisance	20
SECTION 6. Unsightly or Unkempt Conditions	20
SECTION 7. Antennas	20
SECTION 8. Clotheslines, Garbage Cans, Tanks, Etc.	20

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 1331

	<u>Page</u>
SECTION 9. Subdivision of Unit	20
SECTION 10. Guns	20
SECTION 11. Pools	20
SECTION 12. Irrigation	21
SECTION 13. Tents, Trailers and Temporary Structures	21
 ARTICLE XIII MINIMUM SQUARE FOOTAGE OF IMPROVEMENTS	 21
 ARTICLE XIV GENERAL PROVISIONS	 21
SECTION 1. Term	21
SECTION 2. Amendment	22
SECTION 3. Indemnification	22
SECTION 4. Delegation of Use	22
SECTION 5. Easements of Encroachment	22
SECTION 6. Easements for Utilities, Etc.	23
SECTION 7. Severability	23
SECTION 8. Right of Entry	23
SECTION 9. Perpetuities	24
SECTION 10. Litigation	24
SECTION 11. Cooperation with Tampa Palms Community Development District and Tampa Palms Open Space and Transportation Community Development District	24
 ARTICLE XV MORTGAGEES' RIGHTS	 24
SECTION 1. Notices of Action	24
SECTION 2. Other Provisions for First Lien Holders	25
SECTION 3. Amendments to Documents	25
 ARTICLE XVI DECLARANT'S RIGHTS	 27

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 1332

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
TAMPA PALMS AREA 3
OWNERS ASSOCIATION, INC.**

This Declaration of Covenants, Conditions, and Restrictions is made effective as of the 12th day of March, 1997, by NEW TAMPA, INC., a Florida corporation, its successors and/or assigns (hereinafter referred to as "Declarant"):

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by Subsequent Amendment (as defined herein) be added to and subjected to this Declaration 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 property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

**ARTICLE I
DEFINITIONS**

SECTION 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any residential association, with any commercial establishment or association, any recreational, or with any apartment building owner or cooperative within the Properties become the responsibility of the Association. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Area of Common Responsibility.

SECTION 2. "Association" shall mean and refer to Tampa Palms Area 3 Owners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns. The

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 PG 1333

"Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida law. Copies of the Articles of Incorporation and the By-Laws of the Association are attached hereto as Exhibits "1" and "2", respectively, and are incorporated herein by reference.

SECTION 3. "Commercial Unit" shall mean a portion of the Properties intended for any type of independent ownership for use and occupancy as a commercial, office, or business establishment as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. For the purposes of this Declaration, a Commercial Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the City of Tampa, Florida, or other local government entity.

SECTION 4. "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners. The initial Common Area shall be conveyed to the Association prior to the conveyance of a subdivision interest to any Residential Unit purchaser.

SECTION 5. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for General and Subdistrict purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

SECTION 6. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the New Construction Committee.

SECTION 7. "Electoral District" shall mean a geographical area or areas comprised of one or more housing types or commercial areas and representing a political unit for the purpose of electing directors. Districts shall not be required to be equal in population. The Declarant may at any time and from time to time until the termination of Class "B" membership as provided in Section 2(b) of Article III of this Declaration establish and alter or reestablish the boundaries of Electoral Districts by the recordation of an exhibit to this Declaration setting forth the metes and bounds or other legal description of the land contained within each Electoral District. After termination of the Class "B" membership, the Board of Directors may prepare and record such exhibit. Such recordation shall not constitute an amendment to this Declaration and shall not require the formality thereof. An Electoral District may be composed of non-contiguous property.

SECTION 8. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

SECTION 9. "Land Segment Owner" shall mean and refer to one or more persons or entities who hold record title to any "Land Segment," which shall mean and refer to any property for development as Commercial or Residential Units. The term Land Segment Owner

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 1334

shall include any lot pool builder but shall under no circumstances include the Declarant. Land Segment Owners shall have no vote and shall not be subject to assessments, but shall otherwise be subject to this Declaration.

SECTION 10. "Master Land Use Plan" shall mean and refer to the plan for the development of the Properties most recently approved by the City of Tampa, Florida, or Hillsborough County, Florida, as it may be amended from time to time.

SECTION 11. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

SECTION 12. "Mortgage" shall include a deed of trust, as well as a mortgage.

SECTION 13. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

SECTION 14. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

SECTION 15. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Commercial or Residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Commercial or Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

SECTION 16. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

SECTION 17. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association.

SECTION 18. "Residential Unit" shall mean a portion of the Properties intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, apartment units, patio or zero lot line homes, and single family houses on separately platted lots, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon. In the case of a structure which contains multiple apartment units, each apartment unit shall be deemed to be a separate Residential Unit.

For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the City of Tampa, Florida, or other local governmental entity.

THIS IS NOT A
OFF REC 8657 P G 1335
CERTIFIED COPY

SECTION 19. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

SECTION 20. "Subdistrict" shall mean and refer to separately designated, developed residential or commercial areas comprised of various types of housing or commercial activity which initially or by amendment are made subject to this Declaration; for example, and by way of illustration and not limitation, condominiums, fee simple townhomes, single family detached houses, commercial, office and retail establishments, and rental apartments. In the absence of specific designation of separate Subdistrict status, all Properties made subject to this Declaration shall be considered a part of the same Subdistrict; provided, however, the Declarant may designate in any Subsequent Amendment adding property to the terms and conditions of this Declaration that such properties shall constitute a separate Subdistrict or Subdistricts; and provided, further, by a two-thirds (2/3) vote, the Board of Directors may also designate Subdistrict status to any area so requesting.

SECTION 21. "Subdistrict Assessments" shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial and Residential Units against which the specific Subdistrict Assessment is levied and of maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Subdistrict Assessment shall be levied equally against Owners of Commercial or Residential Units in a Subdistrict for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular lots or units) shall be levied on a pro rata basis among benefitted Owners.

SECTION 22. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

SECTION 23. "Unit" shall be an inclusive term referring to both Commercial Units and Residential Units.

SECTION 24. "Voting Member" shall mean and refer to the representative selected by the Members in each Subdistrict or residential association, who shall be responsible for election of directors, amending this Declaration or the Bylaws, and all other matters provided for in this Declaration. The Voting Member from each Subdistrict or residential association, if any, shall be the senior elected officer (e.g., Subdistrict Committee chairman or association president) from

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1336

that component; the alternate Voting Member shall be the next most senior officer. Each Voting Member shall be entitled to cast as many votes as equals the number of Units he or she represents.

ARTICLE II PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. Every Owner, as defined in Section 15 of Article I, shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse. The membership rights of a Commercial Unit shall be exercised by the Owner or, in the case of a corporate owner, by the individual designated in a written instrument provided to the Secretary.

SECTION 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members owning Residential Units shall be entitled to one (1) vote for each Residential Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per unit; Class "A" Members owning Commercial Units shall be entitled to one (1) vote for each five hundred (500) square feet of air-conditioned space in the Commercial Unit.

When more than one person or entity holds such interest in any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 1337

Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

Class "B". The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The Class "B" membership shall terminate and become converted to Class "A" membership within one hundred twenty (120) days of the happening of the earlier of the following:

- (i) when the total outstanding Class "A" votes equal or exceed seventy-five (75%) percent of the Units permitted by the DRI Master Land Use Plan for the property described on Exhibits "A" and "B"
- (ii) January 1, 2025; or
- (iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Residential Unit in which it holds the interest required for membership under Section 1 hereof, and for each Commercial Unit, one (1) vote for each five hundred (500) square feet of air-conditioned space in the Commercial Unit. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class "B" status.

ARTICLE IV MAINTENANCE

SECTION 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon such areas.

The Association may, in the discretion of its Board, assume the maintenance responsibilities set out in this Declaration or in any Subsequent Amendment of Declaration subsequently recorded which creates any residential association or Subdistrict or upon any Land Segment upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those Members residing in the association to which the services are provided. This assumption of responsibility may take place either by contract or because,

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 6 338

in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

SECTION 2. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures, parking areas, and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants; provided, further, if this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE V INSURANCE AND CASUALTY LOSSES

SECTION 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with any Subdistrict Committee (as defined in the Bylaws), assume the responsibility for providing the same insurance coverage on the Properties contained within the Subdistrict. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, if reasonably available, and a Fifty Thousand Dollar (\$50,000.00) minimum property damage limit.

Unless higher insurance requirements are contained in any covenants or restrictions for any residential association or Subdistrict, the following shall apply: insurance obtained on the Properties contained within any Subdistrict or residential association, whether obtained by such Subdistrict, the residential association or the Association, shall meet the requirements of this Section 1. Costs of such coverage shall be a charge to the Members residing within such residential association or Subdistrict.

Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to other associations or Subdistricts shall be charged to those associations or Subdistricts. The policy may contain a reasonable deductible.

THIS IS NOT A
OFF REC 8657 P 1339
CERTIFIED COPY

and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Deductibles on damage caused by errant golf balls shall be allocated either to the Owner or golfer as provided by law, but under no circumstances shall the Association be responsible.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Article 1, Section 8 and as more particularly described in Article X, Section 1.

All such insurance coverage obtained by the Board of Directors may be written in the name of the Association as trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Subdistrict Committee shall be for the benefit of the Owners and their Mortgagees of Units within the Subdistrict.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Hillsborough County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1340

- (ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;
- (iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;
- (iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;
- (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

SECTION 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Unit(s) and structures constructed thereon as provided for in Section 1 of this Article V, unless the Subdistrict Committee of the Subdistrict in which the Unit is located or the residential association or the Association carries such insurance (which they are not obligated to do). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

SECTION 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1341

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Section 3(a) of this Article V.

SECTION 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area or to the common property of any Subdistrict or residential association shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total vote of the Association, if Common Area, or the association or Subdistrict whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association, Subdistrict or residential association, as applicable in a neat and attractive condition.

SECTION 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not

THIS IS NOT A
OFF REC 8657 P 6 1342
CERTIFIED COPY

sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Units owned, provided, if the damage or destruction involves only a Commercial Unit or Units, only Owners of Commercial Units shall be subject to such assessment and if the damage or destruction involves only a Residential Unit or Units only Owners of Residential Units shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of Article V in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Voting Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1343

**ARTICLE VIII
ANNEXATION OF ADDITIONAL PROPERTY**

SECTION 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the end of the year 2035, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Public Records of Hillsborough County, Florida, an amendment annexing such Properties. Such Subsequent Amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto and that such transfer is memorialized in a written, recorded instrument.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS DECLARATION SHALL HAVE NO AFFECT WHATSOEVER ON ANY PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "B" HERETO UNTIL THE FILING FOR RECORD OF A DULY EXECUTED SUBSEQUENT AMENDMENT WHICH SPECIFICALLY SUBJECTS SAID PROPERTY TO THIS DECLARATION.

SECTION 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, upon the affirmative vote of Voting Members or Alternates representing a majority of the Class "A" votes of the Association other than Declarant at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject in accordance with Section I of this Article, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1, the Properties shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of Hillsborough County, Florida, a Subsequent Amendment in respect to the Properties being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

SECTION 3. Acquisition of Additional Common Area. Declarant or Declarant's assignee may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "B" which upon conveyance or dedication to the

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1344

Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members.

SECTION 4. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B".

ARTICLE IX RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

SECTION 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

SECTION 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances or permit the City of Tampa to enforce ordinances on the Properties for the benefit of the Association and its Members.

SECTION 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X ASSESSMENTS

SECTION 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article X, Section 6. Assessments shall be allocated as follows: (a) equally for Residential Units owned by Owners;

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 1345

and (b) for Commercial Units, an amount equal to one Residential Unit for each five hundred (500) square feet of air-conditioned space in the Commercial Unit; provided, however, anything herein to the contrary notwithstanding Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(1) pay the assessments set forth in this Section for an Owner of Residential Units, or

(2) pay to the Association in the form of a subsidy the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year. Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Subdistrict Assessments shall be levied against Residential or Commercial Units in particular portions of the Properties or in residential associations for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the rate equal to two (2) percentage points above the prime interest rate charged by Chase Manhattan Bank as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each 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 Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which are accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments. The Association is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the common expenses.

SECTION 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1346

vote of Voting Members or their alternates representing at least a majority of the total Class "A" vote in the Association, and the Class "B" Member.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of Voting Members or their alternates representing a majority of the Class "A" votes of the Association, which shall include a majority of the votes of the Association residing in Members other than Declarant, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than ten (10%) percent or the amount which the Consumer Price Index for the metropolitan Tampa, Florida, area has increased over the previous fiscal year, whichever is greater; provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

SECTION 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, however, such assessment shall have the vote or written consent of Voting Members or their alternates representing fifty-one (51%) percent of the Class "A" vote in the Association other than Declarant and of the Class "B" Member, if such exists; provided, further, after the conversion of the Class "B" membership, any such assessment shall have the vote or written assent of (a) Voting Members or their alternates representing fifty-one (51%) percent of the total votes of the Association, and (b) Voting Members or their alternates representing fifty-one (51%) percent of the total votes of the Voting Members other than the Declarant. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Subdistrict or residential association to reimburse the Association for costs incurred in bringing the Subdistrict or residential association into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

SECTION 4. Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust)

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 1347

made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

SECTION 5. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

SECTION 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date on which a certificate of occupancy is issued on the first Residential Unit within that Subdistrict and on each Commercial Unit within a Subdistrict on the first day of the month following the date on which a certificate of occupancy is issued on the Commercial Unit, but in no event later than two (2) years after the date of conveyance of title by the Declarant to the first Owner of such Commercial Unit. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

SECTION 7. Subordination of the Lien to First Deeds of Trust and First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 Pg 1348

to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, his successors and assigns.

SECTION 8. Capitalization of Association. Upon acquisition of record title to a Residential Unit from Declarant, a contribution shall be made by or on behalf of the Owner to the capital of the Association in an amount equal to one-sixth (1/6) of the amount of the General Assessment for that year levied upon the Residential Unit as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association.

ARTICLE XI ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

SECTION 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards ("CDC-LUS"). Copies shall be available from the New Construction Committee for review. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred (100%) percent of the Properties, computed on an area basis, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

SECTION 2. Modifications Committees. If appointed by the Board of Directors, the following shall exist:

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1349

The Residential Modifications Committee (RMC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The RMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, the RMC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the RMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the RMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The Commercial Modifications Committee (CMC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The CMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Commercial Units or structures containing Commercial Units and the open space, if any, appurtenant thereto; provided, however, the CMC may delegate this authority to the appropriate board or committee of any commercial association subsequently created or subsequently subjected to this Declaration so long as the CMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the CMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The Modification Committees shall promulgate detailed standards and procedures governing their areas of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the appropriate Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the appropriate Modifications Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

ARTICLE XII USE RESTRICTIONS

The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1350

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Subdistrict or Residential association, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by Voting Members representing a Majority of the total Class "A" votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

Land use standards constituting the initial restrictions and standards are established by the Declarant.

The Declaration or other creating document for any residential association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

SECTION 1. Signs. No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

SECTION 2. Parking and Garages. Owners shall park only in their garages or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

SECTION 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against owners shall also apply to all occupants of any Unit.

SECTION 4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets but no more than a total of two (2); provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any property located adjacent to the Properties may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash

THIS IS NOT A
OFF REC 8657 P 1351

CERTIFIED COPY
held by a responsible Person. Dogs shall be walked only in those areas designated by the Association.

SECTION 5. Nuisance. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

SECTION 6. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

SECTION 7. Antennas. No exterior television or radio antennas of any kind shall be placed, allowed, or maintained upon any portion of the Properties including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association may erect an aerial or other apparatus for a master antenna or cable system, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

SECTION 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

SECTION 9. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

SECTION 10. Guns. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

SECTION 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

THIS IS NOT A
OFF REC 8657 P 1352
CERTIFIED COPY

SECTION 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the NCC or Declarant. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration and shall draw water only from city water supplies or wells.

SECTION 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

**ARTICLE XIII
MINIMUM SQUARE FOOTAGE OF IMPROVEMENTS**

Any Residential Unit shall contain the following minimums:

<u>UNIT TYPES</u>	<u>MINIMUM SQUARE FOOTAGE (AIR CONDITIONED SPACE)</u>	<u>MINIMUM BUILDING SEPARATION</u>	<u>MINIMUM GARAGE SQUARE FOOTAGE</u>
Patio Homes (lots under 55')	1400 Sq. Ft.	10 Feet	400 Sq. Ft.
Traditional Single Family (lots between 55'-65')	1800 Sq. Ft.	14 Feet	400 Sq. Ft.
Classic Single Family (lots over 65')	2100 Sq. Ft.	20 Feet	400 Sq. Ft.

The minimum lot size for a single-family detached home (traditional or patio) shall be 5500 square feet. Driveways for residential units shall be a minimum of twelve feet in width and asphalt driveways are prohibited.

**ARTICLE XIV
GENERAL PROVISIONS**

SECTION 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (39) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 PG 1353

of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

SECTION 2. Amendment. Prior to the sale of the first Residential Unit, Declarant may amend this Declaration. After such sale, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Hillsborough County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

SECTION 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

SECTION 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

SECTION 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the

THIS IS NOT A
OFF REC 8657 P 1354
CERTIFIED COPY

Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

SECTION 6. Easements for Utilities, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, the City of Tampa, Tampa Palms Community Development District, and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for the City of Tampa, Florida, easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to the City of Tampa, other local, state, or federal governmental entity, or to the Tampa Palms Community Development District.

SECTION 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 8. Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1355

of the Association to enter a Unit to cure any condition which may ease the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the edition upon request by the Board.

SECTION 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

SECTION 10. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws of the Association to the contrary, a Board member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all members of the Electoral District represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

SECTION 11. Cooperation with Tampa Palms Community Development District and Tampa Palms Open Space and Transportation Community Development District. The Association shall have the power and is hereby authorized to contract with and to cooperate with the Tampa Palms Community Development District (TPCDD) and Tampa Palms Open Space and Transportation Community Development District (TPOSTCDD) in the discharge of their mutual responsibilities. The Association is further authorized to act on its Members' behalf in ensuring that the TPCDD level of services is consistent with the Community-Wide Standard.

ARTICLE XV MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Residential Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIV apply to both this Declaration and to the Bylaws of Tampa Palms Area 3 Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

SECTION 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 1356

address of such holder, insurer, or guarantor and the unit number), therefore becoming an "eligible holder", will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 2 and 3 of this Article.

SECTION 2. Other Provisions for First Lien Holders. To the extent possible under Florida law:

- (a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one (51%) percent of the votes of Residential Units, subject to mortgages held by such eligible holders are allocated, is obtained.
- (b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one (51%) percent of the votes of Residential Units, subject to mortgages held by such eligible holders, are allocated.

SECTION 3. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 2 (a) and (b) of this Article XIV, or to the addition of land in accordance with Article VIII.

- (a) The consent of Voting Members representing at least sixty-seven (67%) of the Class "A" votes and of the Declarant so long as it owns any land subject to this Declaration and the approval of the eligible holders of first mortgages on units to which at least sixty-seven (67%) percent of the votes of Units subject to a mortgage appertain, shall be required to terminate the Association.

THIS IS NOT A

CERTIFIED COPY

OFF REC 8657 PG 1357

(b) The consent of Voting Members representing at least two-thirds (2/3) of the Class "A" votes and of the Declarant so long as it owns any land subject to this Declaration and the approval of eligible holders of first mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to a mortgage appertain shall be required materially to amend any provisions of the Declaration, Bylaws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use of the Common Area;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (viii) boundaries of any Residential Unit;
- (ix) leasing of Residential Units;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Residential Unit;
- (xi) establishment of self-management by the Association where professional management has been required by an eligible holder; or
- (xii) any provisions included in the Declaration, Bylaws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Residential Units.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 6 1358

**ARTICLE XVI
DECLARANT'S RIGHTS**

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Hillsborough County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

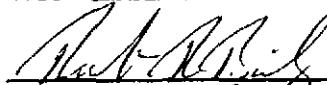
Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

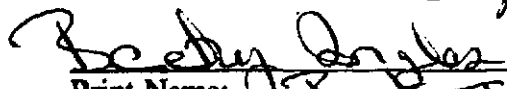
So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty-five (25) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

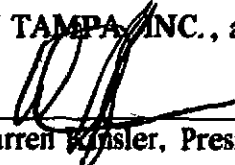
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective as of the 12th day of March, 1997.

WITNESSES:


Print Name: Robert R. Bushy


Print Name: Becky Inyles

NEW TAMPA, INC., a Florida corporation

By: 
Warren Kinsler, President

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 | 359

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE me personally appeared Warren Kinsler, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named corporation and acknowledged to and before me that he executed such instrument as President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and seal this 3RD day of July, 1997

Patricia L. Harvey
NOTARY PUBLIC

Name: PATRICIA L. HARVEY

Serial #: CC 560195

My Commission Expires: 6/9/2000



PATRICIA L. HARVEY
My Commission CC560195
Expires Jun. 09, 2000

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1360

**JOINDER OF COMPTON PLACE ASSOCIATES
TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC.**

COMPTON PLACE ASSOCIATES, a New Jersey general partnership, to the extent that it is the owner of the property described in Exhibit "A" to the Declaration of Covenants, Conditions, and Restrictions for Tampa Palms Area 3 Owners Association, Inc. as of the date of the recording of said Declaration, hereby consents to and joins in the making of said Declaration.

IN WITNESS WHEREOF, the duly authorized general partner of COMPTON PLACE ASSOCIATES, a New Jersey general partnership, has executed this Joinder this 3rd day of July, 1997.

WITNESSES:

**COMPTON PLACE ASSOCIATES,
a New Jersey general partnership**

Robert R. Baskin
Name: Robert R. Baskin

By Warren Kinsler GEN. PARTNER
Warren Kinsler
Authorized General Partner

Reedy Taylor
Name: Reedy Taylor

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of July, 1997, by Warren Kinsler, the authorized General Partner of COMPTON PLACE ASSOCIATES, a New Jersey general partnership, on behalf of the partnership. He is personally known to me or did produce _____ as identification.

Patricia L. Harvey
NOTARY PUBLIC
Name: PATRICIA L HARVEY
My Commission Expires: 6/9/2000

la\jsi\newtampa\tpa3.2



PATRICIA L HARVEY
My Commission 00560195
Expires Jun. 09, 2000

(notary seal)

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1361

**JOINDER OF MORTGAGEE TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC.**

NATIONSBANK, N.A., a national banking association, successor by merger to NATIONSBANK, N.A. (SOUTH), the current holder of a certain Real Estate Mortgage and Security Agreement from COMPTON PLACE ASSOCIATES, a New Jersey general partnership, dated March 18, 1997 and recorded on March 19, 1997 in Official Records Book 8496, page 483 of the Public Records of Hillsborough County, Florida, encumbering the property described in Exhibit "A" to the Declaration of Covenants, Conditions, and Restrictions for Tampa Palms Area 3 Owners Association, Inc., hereby consents to and joins in the making of said Declaration.

IN WITNESS WHEREOF, the duly authorized officer of NATIONSBANK, N.A., a national banking association, has executed this Joinder this 11th day of June, 1997.

WITNESSES:

NATIONSBANK, N.A., a national banking association, successor by merger to NATIONSBANK, N.A. (SOUTH)

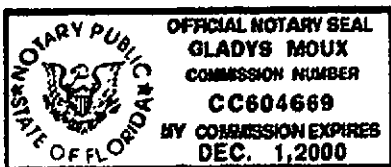
W. A. Whittington
Name: W. A. Whittington

Catherine R. Thornhill
Name: Catherine R. Thornhill

By J. Scott Davis
Name: J. Scott Davis
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of June, 1997, by J. Scott Davis, the Vice President of NATIONSBANK, N.A., a national banking association, successor by merger to NATIONSBANK, N.A. (SOUTH), on behalf of the association. He/She is personally known to me or did produce _____ as identification.



Gladys Moux
NOTARY PUBLIC
Name: Gladys Moux
My Commission Expires:

(notary seal)

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 61362

DESCRIPTION: A parcel of land lying in Section 27, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of said Section 27, run thence along the East boundary of said Section 27, N.00°17'13"E., 592.09 feet to a point on the Southerly boundary of a 200 foot wide TAMPA ELECTRIC COMPANY RIGHT-OF-WAY, as recorded in Official Record Book 1167, Page 783, Public Records of Hillsborough County, Florida, also being the Northerly boundary of TAMPA PALMS UNIT 3B, according to the plat thereof as recorded in Plat Book 61, Page 16, Public Records of Hillsborough County, Florida; thence along said Southerly boundary of the 200 foot wide TAMPA ELECTRIC COMPANY RIGHT-OF-WAY, and said Northerly boundary of TAMPA PALMS UNIT 3B, the following two (2) courses: 1) N.47°20'45"W., 349.68 feet; 2) N.47°18'28"W., 369.16 feet to the Northeast corner of COMPTON DRIVE according to the plat of TAMPA PALMS UNIT 3A, as recorded in Plat Book 61, Page 6, Public Records of Hillsborough County, Florida; thence continue along the Northerly boundary of said COMPTON DRIVE the following two (2) courses: 1) N.47°18'28"W., 20.02 feet to the POINT OF BEGINNING; 2) continue, N.47°18'28"W., 72.55 feet to a point on a curve; thence Northerly, 62.57 feet along the arc of a curve to the left having a radius of 518.00 feet and a central angle of 06°55'13" (chord bearing N.09°17'35"E., 62.53 feet) to a point of tangency; thence N.05°49'58"E., 50.22 feet to a point of curvature; thence Northerly, 137.44 feet along the arc of a curve to the left having a radius of 2468.00 feet and a central angle of 03°11'27" (chord bearing N.04°14'15"E., 137.42 feet) to a point on the Northerly boundary of the aforesaid 200 foot wide TAMPA ELECTRIC COMPANY RIGHT-OF-WAY, also being the Southerly boundary of a 100 foot wide FLORIDA POWER EASEMENT, as recorded in Official Record Book 1627, Page 87, Public Records of Hillsborough County, Florida; thence along said South boundary of the 100 foot wide FLORIDA POWER EASEMENT, N.47°18'28"W., 1569.97 feet to a point on the Easterly right-of-way line of BRUCE B. DOWNS BOULEVARD (COUNTY ROAD NO. 581); thence along said Easterly right-of-way line, N.41°43'09"E., 1551.49 feet; thence S.36°18'24"E., 810.33 feet; thence S.02°49'02"W., 275.16 feet; thence S.65°00'00"W., 117.12 feet to a point of curvature; thence Southwesterly, 88.18 feet along the arc of a curve to the left having a radius of 532.00 feet and a central angle of 09°29'50" (chord bearing S.60°15'05"W., 88.08 feet); thence S.34°29'50"E., 64.00 feet to a point on a curve; thence Southerly, 555.46 feet along the arc of said curve to the left having a radius of 468.00 feet and a central angle of 68°00'10" (chord bearing S.21°30'05"W., 523.42 feet) to a point of reverse curvature; thence Southerly, 810.16 feet along the arc of a curve to the right having a radius of 2532.00 feet and a central angle of 18°19'58" (chord bearing S.03°20'01"E., 806.71 feet) to a point of tangency; thence S.05°49'58"W., 50.22 feet to a point of curvature; thence Southerly, 106.53 feet along the arc of a curve to the right having a radius of 582.00 feet and a central angle of 10°29'15" (chord bearing S.11°04'36"W., 106.38 feet) to the POINT OF BEGINNING.

LESS AND EXCEPT Compton Drive right-of-way as shown on the plat recorded in Plat Book 80, Page 27 of the Public Records of Hillsborough County, Florida.

BEING ALSO DESCRIBED AS FOLLOWS:

Tract "1", Tract "A", Tract "B", and Tract "C", TAMPA PALMS AREA 3, PARCEL 30, a subdivision in the City of Tampa, Hillsborough County, Florida, according to the map or plat thereof, as recorded in Plat Book 80, Page 27 of the Public Records of Hillsborough County, Florida.

EXHIBIT "A" TO DECLARATION

THIS IS NOT A CERTIFIED COPY

DEF REC 8657 P. 1363

EXHIBIT "2" TO DECLARATION (PAGE ONE OF TWO PAGES)

A portion of Sections 23, 25, 26, 27, 35, and 36, lying northerly of the northerly right-of-way line of a Tampa Electric Company 200 foot Transmission line, as described in Official Record Book 1167, page 54, of the public records of Hillsborough County, Florida, westerly of the westerly right-of-way line of Interstate Highway 75 (State Road 93A) and easterly of the easterly right-of-way line of County Road 581, all lying and being in Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 23, thence along the South boundary line of said Section 23, N 87° 30' 46" W, for 723.32 feet, to a point of intersection with said westerly right-of-way line of Interstate Highway 75, said point being the Point of Beginning; thence along said westerly right-of-way line, for the following two (2) courses, S 17° 05' 00" E, for 2,927.23 feet, to a point of curvature of a curve concave to the Northeast; thence Southeasterly along the arc of said curve, having a radius of 5,891.58 feet, a central angle of 33° 01' 07", and arc length of 3,395.21 feet, and a chord bearing S 33° 35' 33" E for 3,348.42 feet, thence leaving said westerly right-of-way line, N 88° 24' 29" W for 2,563.10 feet; thence N 71° 42' 07" W for 425.04 feet; thence N 53° 07' 23" W for 370.87 feet; thence N 01° 06' 54" W for 1,663.76 feet; thence N 65° 55' 53" W for 1,399.60 feet; thence N 76° 30' 58" W, for 318.55 feet; thence N 75° 30' 42" W for 893.57 feet; thence S 42° 40' 36" W for 133.47 feet to a point on the northerly right-of-way line of said Tampa Electric Company 200 foot Transmission Line; thence along said northerly right-of-way line, N 47° 19' 24" W, for 1,905.76 feet to a Tampa Electric Company right-of-way monument, said monument being the point of intersection with the easterly right-of-way line of said County Road 581; thence along said right-of-way line N 41° 43' 43" E for 6,294.64 feet, to the point of intersection with the westerly right-of-way line of said Interstate Highway 75; thence along said westerly right-of-way line for the following ten (10) courses, S 48° 14' 32" E, for 39.00 feet; thence N 41° 45' 28" E, for 296.82 feet; thence N 45° 34' 19" E, for 463.03 feet; thence N 70° 14' 42" E, for 180.33 feet; thence S 60° 24' 32" E for 180.33 feet; thence S 35° 44' 09" E, for 298.37 feet; thence S 33° 26' 43" E for 480.71 feet to a point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 1,815.86 feet, a central angle of 15° 12' 58" an arc length of 482.24 feet, and a chord bearing S 25° 50' 14" E, for 480.82 feet; thence S 18° 13' 45" E, for 1,199.31 feet; thence S 17° 05' 00" E for 140.09 feet to the Point of Beginning.

Less and except the property legally described on the following page attached hereto and made a part hereof.

THIS IS NOT A

CERTIFIED COPY

EXHIBIT "2" TO DECLARATION
(PAGE TWO OF TWO PAGES)

OFF REC 8657 P 1364

DESCRIPTION: A parcel of land lying in Section 27, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of said Section 27, run thence along the East boundary of said Section 27, N.00°17'13"E., 592.09 feet to a point on the Southerly boundary of a 200 foot wide TAMPA ELECTRIC COMPANY RIGHT-OF-WAY, as recorded in Official Record Book 1167, Page 783, Public Records of Hillsborough County, Florida, also being the Northerly boundary of TAMPA PALMS UNIT 3B, according to the plat thereof as recorded in Plat Book 61, Page 16, Public Records of Hillsborough County, Florida; thence along said Southerly boundary of the 200 foot wide TAMPA ELECTRIC COMPANY RIGHT-OF-WAY, and said Northerly boundary of TAMPA PALMS UNIT 3B, the following two (2) courses: 1) N.47°20'45"W., 349.68 feet; 2) N.47°18'28"W., 369.16 feet to the Northeast corner of COMPTON DRIVE according to the plat of TAMPA PALMS UNIT 3A, as recorded in Plat Book 61, Page 6, Public Records of Hillsborough County, Florida; thence continue along the Northerly boundary of said COMPTON DRIVE the following two (2) courses: 1) N.47°18'28"W., 20.02 feet to the POINT OF BEGINNING; 2) continue, N.47°18'28"W., 72.55 feet to a point on a curve; thence Northerly, 62.57 feet along the arc of a curve to the left having a radius of 518.00 feet and a central angle of 06°55'13" (chord bearing N.09°17'35"E., 62.53 feet) to a point of tangency; thence N.05°49'58"E., 50.22 feet to a point of curvature; thence Northerly, 137.44 feet along the arc of a curve to the left having a radius of 2468.00 feet and a central angle of 03°11'27" (chord bearing N.04°14'15"E., 137.42 feet) to a point on the Northerly boundary of the aforesaid 200 foot wide TAMPA ELECTRIC COMPANY RIGHT-OF-WAY, also being the Southerly boundary of a 100 foot wide FLORIDA POWER EASEMENT, as recorded in Official Record Book 1627, Page 87, Public Records of Hillsborough County, Florida; thence along said South boundary of the 100 foot wide FLORIDA POWER EASEMENT, N.47°18'28"W., 1569.97 feet to a point on the Easterly right-of-way line of BRUCE B. DOWNS BOULEVARD (COUNTY ROAD NO. 581); thence along said Easterly right-of-way line, N.41°43'09"E., 1551.49 feet; thence S.36°18'24"E., 810.33 feet; thence S.02°49'02"W., 275.16 feet; thence S.65°00'00"W., 117.12 feet to a point of curvature; thence Southwesterly, 88.18 feet along the arc of a curve to the left having a radius of 532.00 feet and a central angle of 09°29'50" (chord bearing S.60°15'05"W., 88.08 feet); thence S.34°29'50"E., 64.00 feet to a point on a curve; thence Southerly, 555.46 feet along the arc of said curve to the left having a radius of 468.00 feet and a central angle of 68°00'10" (chord bearing S.21°30'05"W., 523.42 feet) to a point of reverse curvature; thence Southerly, 810.16 feet along the arc of a curve to the right having a radius of 2532.00 feet and a central angle of 18°19'58" (chord bearing S.03°20'01"E., 806.71 feet) to a point of tangency; thence S.05°49'58"W., 50.22 feet to a point of curvature; thence Southerly, 106.53 feet along the arc of a curve to the right having a radius of 582.00 feet and a central angle of 10°29'15" (chord bearing S.11°04'36"W., 106.38 feet) to the POINT OF BEGINNING.

LESS AND EXCEPT Compton Drive right-of-way as shown on the plat recorded in Plat Book 80, Page 27 of the Public Records of Hillsborough County, Florida.

BEING ALSO DESCRIBED AS FOLLOWS:

Tract "1", Tract "A", Tract "B", and Tract "C", TAMPA PALMS AREA 3, PARCEL 30, a subdivision in the City of Tampa, Hillsborough County, Florida, according to the map or plat thereof, as recorded in Plat Book 80, Page 27 of the Public Records of Hillsborough County, Florida.

THIS IS NOT A

OFF 8657 P 1365
REC 6

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC., a Florida corporation, filed on January 2, 1997, as shown by the records of this office.

The document number of this corporation is N97000000008.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Second day of January, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

EXHIBIT "1" TO DECLARATION

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1366

FILED
97 JAN -2 AM 10: 54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC.

THE UNDERSIGNED, in accordance with the provisions of Chapter 617, *Florida Statutes*, hereby makes, subscribes and acknowledges these Articles of Incorporation for the purpose of forming a not-for-profit corporation.

ARTICLE I

The name of the corporation is TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC. The address of the principal office of the corporation is 401 Providence Road, Brandon, Florida 33511

ARTICLE II

This corporation does not contemplate pecuniary gain profit, direct or indirect to its Members, and its primary purposes are:

A. To promote the health, safety and, social welfare of the owners of all Units located within Tampa Palms Area 3, a residential community in Hillsborough County, Florida ("the Properties");

B. To maintain all portions of the Properties and improvements thereon for which the obligation to maintain and repair has been delegated to the corporation by the Declaration of Covenants, Conditions, and Restrictions for Tampa Palms Area 3 Owners Association, Inc. (the "Declaration") which has or will be recorded in the public records of Hillsborough County, Florida;

ARTICLE III

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the *Florida Statutes*. Any dissolution of the corporation shall comply with the Declaration.

ARTICLE IV

The definitions contained in the Declaration are incorporated into these Articles of Incorporation and made a part hereof, unless specified to the contrary herein.

THIS IS NOT A
OFF REC 8657 P 1367
CERTIFIED COPY

ARTICLE V

The name and address of the incorporator of this corporation is:

Warren Kinsler

401 Providence Road
Brandon, Florida 33511

ARTICLE VI

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons. Directors shall be selected as provided in the Bylaws of the corporation. The initial Board of Directors shall consist of three (3) persons whose names and addresses are:

Warren Kinsler

401 Providence Road
Brandon, Florida 33511

Mark Wilf

Garden Homes, Inc.
820 Morris Turnpike
Short Hills, New Jersey 07078

Zygmunt Wilf

Garden Homes, Inc.
820 Morris Turnpike
Short Hills, New Jersey 07078

After turnover of control of the Properties by the Declarant (as defined in the Declaration) to the corporation, a vacancy on the Board of Directors shall be filled by the majority vote of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director, as the case may be, or, if the vacancy is not so filled or if no Director remains, by a majority of the Members of the corporation. Before such turnover of control, a vacancy on the Board shall be filled by the Declarant.

Directors may only be removed by an affirmative vote of a majority of the Members of the corporation. A vacancy shall be filled by the majority vote of the remaining Directors.

ARTICLE VII

The affairs of the corporation are to be managed by a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for from time to time. All officers shall be elected by the Board at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of officers or until their successors are elected and qualify.

THIS IS NOT A
CERTIFIED COPY

OFF 8657 P 1368
REC

The names of the officers who are to serve until the first meeting of the Board of the corporation are:

Warren Kinsler
Warren Kinsler
Mark Wilf
Zygmunt Wilf

President
Vice President
Secretary
Treasurer

In the event of a vacancy in any office, the vacancy shall be filled by a majority vote of the Board of Directors.

ARTICLE VIII

The Association shall have two (2) classes of membership, Class "A" and Class "B", each of which shall be entitled to certain voting rights as more fully set forth in the Declaration.

When more than one (1) person holds an ownership interest in any Unit, all such persons shall be Members and the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one (1) person seeks to exercise it.

ARTICLE IX

Fifty percent (50%) plus one of the voting interest of Members entitled to vote must be present in person, or present by valid proxy, to constitute a quorum. A quorum shall be required at all meetings of the membership for the transaction of business, except as otherwise provided by statute or by the Declaration. If a quorum cannot be reached at any meeting of the membership, the meeting may be adjourned and reconvened without notice other than announcement at the meeting. At the reconvened meeting a quorum may be reached if one-third (1/3) of the voting interest of Members entitled to vote are present in person or by valid proxy. Adjourned and reconvened meetings shall be at least three (3) days apart and, if a quorum is reached, any business may be transacted which might have been transacted at the adjourned meeting.

ARTICLE X

This corporation shall never have nor issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its Members, Directors or officers. However, the corporation shall not be prohibited from reasonably compensating its Members, Directors, or officers for services rendered, nor shall the corporation be prohibited from making any payments or distributions to Members of benefits, monies or properties permitted by Chapter 617, *Florida Statutes*.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 T 369

ARTICLE XI

The corporation shall have all the powers set forth and described in Chapter 617, *Florida Statutes* as presently existing or as may be amended from time to time, together with those powers conferred by the Declaration, these Articles of Incorporation and the Bylaws of the corporation.

ARTICLE XII

The corporation shall indemnify all persons who may serve or who have served at any time as Director or Officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after Suit is commenced), actually and necessarily incurred in connection with the defense or settlement of any claim, action suit or proceeding in which they or any of them are made a party or which may be asserted against any of them, by reason of having been a director or officer of the corporation, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in accordance with the provisions of Chapter 617, *Florida Statutes*, and shall be in addition to any rights to which such director or officer may otherwise be entitled.

ARTICLE XIII

In the absence of fraud, no contract or other transaction between this corporation or any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or officer of this corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such firm, association, corporation or partnership. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV

The Bylaws of this corporation are to be made and adopted by a majority vote of the Directors and said Bylaws may not be altered, amended, rescinded or added to except as provided in the Bylaws.

ARTICLE XV

Except as provided in Article XIV of the Declaration, these Articles of Incorporation may be amended, altered, rescinded, or added to by appropriate resolution approved by a two-thirds (2/3) vote of the voting interest of the Members present at any duly convened membership meeting or, alternatively, by appropriate resolution adopted by a two-thirds (2/3) vote of the Board of Directors at any duly convened meeting of the Board and accepted by a two-thirds (2/3) vote of the voting interest of the Members present at any duly convened membership

THIS IS NOT A
CERTIFIED COPY

DEF 8657 P 1370
REC

meeting. Any Member of this corporation may propose an amendment to the Articles of Incorporation to the Board or the membership, as the case may be. Notwithstanding the foregoing, and except as provided in Article XIV of the Declaration, until the termination of the Class B membership as provided in the Declaration, any changes in the Articles of Incorporation may be made by a two-thirds (2/3) vote of the Board of Directors. Further, no amendment shall be made that is in conflict with the Declaration, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant under the Declaration, the Bylaws, or these Articles.

Warren Kinsler



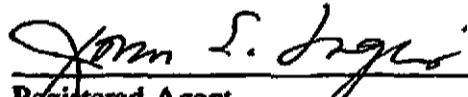
Incorporator

**DESIGNATION OF REGISTERED AGENT
AND REGISTERED OFFICE**

The initial registered agent of this corporation shall be John S. Inglis, Esq. The initial registered office of this corporation shall be Shumaker, Loop & Kendrick, Attention: John S. Inglis, Esq., 101 E. Kennedy Boulevard, Suite 2800, Tampa, Florida 33602.

ACCEPTANCE

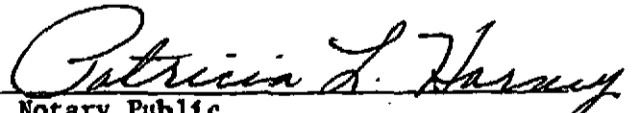
Having been named registered agent to accept service of process for the above-named corporation, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091, *Florida Statutes*.



Registered Agent
John S. Inglis

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of December, 1996 by WARREN KINSLER, the Incorporator, who is personally known to me.



Notary Public
My commission expires:



PATRICIA L. HARVEY
My Commission CC660196
Expires Jun. 09, 2000

(notary seal)

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1371

**BYLAWS OF
TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION**

Article I

Preamble

These are the Bylaws of TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC. (the "Association"), a not-for-profit Florida corporation. The Articles of Incorporation of the Association (the "Articles") were filed in the office of the Secretary of the State of Florida on January 2, 1997. The Association has been organized for the purpose of governing Tampa Palms Area 3, a residential community in Hillsborough County, Florida ("the Properties") in accordance with the Declaration of Covenants, Conditions, and Restrictions for Tampa Palms Area 3 Owners Association, Inc. (the "Declaration"). In the event of any inconsistency between these Bylaws and the Declaration, the Declaration shall control.

Article II

Offices

2.1 The principal office of the Association shall be located at 401 Providence Road, Brandon, Florida 33511, or such other place in Florida as the Board of Directors ("the Board") shall determine.

2.2 For purposes of service of process, the Association shall designate a registered agent, which designation may be changed from time to time, and his office shall be deemed an office of the Association for purposes of service of process. The initial registered agent as designated in the Bylaws is John Inglis, whose office address is as follows: Shumaker, Loop & Kendrick, LLP, 101 E. Kennedy Boulevard, Suite 2800, Tampa, Florida 33602.

Article III

Definitions

The definitions contained in the Declaration are incorporated into these Bylaws and made a part hereof, unless specified to the contrary herein.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1372

Article IV

Membership & Voting Rights

Membership and voting rights in the Association shall be as established in the Declaration.

Article V

Members and Members' Meetings

5.1 All the meetings shall be held at the office of the Association, or may be held at such place and time as shall be stated in a notice thereof.

5.2 The Association shall maintain a roster of names and mailing addresses of the Members of the Association.

5.3 An annual meeting of the Membership shall be held on the date and at a time determined by the Board from time to time which date shall fall between October 1st and December 31st of each and every calendar year subsequent to incorporation. The purpose of the meeting shall be for the Members to elect a Board as provided in the Articles, and to transact other business as may properly be brought before the meeting.

5.4 Notice of a meeting of the Membership stating the time and place and the purpose for which the meeting is called shall be given by the Secretary of the Association for each meeting. Notice of any meeting in which assessments against Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

5.5 Special meetings of the Membership, for any purpose, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of one-third (1/3) of the Members entitled to vote. A request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the purpose in the notice thereof.

5.6 Fifty percent (50%) plus one of the voting interest of Members entitled to vote must be present in person, or present by valid proxy, to constitute a quorum. A quorum shall be required at all meetings of the membership for the transaction of business, except as otherwise provided by statute or by the Declaration. If a quorum cannot be reached at any meeting of the Membership, the meeting may be adjourned and reconvened without notice other than announcement at the meeting. At the reconvened meeting a quorum may be reached if

THIS IS NOT A CERTIFIED COPY

OFF REC 8657 P 1373

one-third (1/3) of the voting interest of Members entitled to vote are present in person or represented by valid proxy. Adjourned and reconvened meetings shall be at least three (3) days apart and, if a quorum is reached, any business may be transacted which might have been transacted at the adjourned meeting.

5.7 When a quorum is reached at any meeting, a majority of the votes cast by the Members present in person, or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by express provision of the Declaration, the Articles, or these Bylaws.

5.8 Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles or Bylaws, or for any matter that requires or permits a vote by Members.

5.9 Except as may otherwise be provided in the Declaration, the Articles, or these Bylaws, action required or permitted to be taken at a membership meeting may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the corporation by delivery to the corporate secretary. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action. All written consents obtained pursuant to this Paragraph must be filed with the minutes of proceedings of Members.

5.10 At all annual Membership meetings, the President of the Association, or in his absence, the Vice-President, shall preside as chairman of the meeting or in the absence of both, the Members shall elect a chairman. The order of business at such meetings shall be as follows:

- (a) Call to order by President
- (b) Election of chairman of the meeting (if required)
- (c) Calling of the roll and certifying of proxies
- (d) Proof of notice of meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
- (g) Report of financial condition

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 1374

- (h) Reports of committees
- (i) Determination of number of Directors
- (j) Nomination of Directors
- (k) Election of Directors
- (l) Unfinished business
- (m) New business
- (n) Adjournment

5.11 Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. The proxy is revocable at any time at the pleasure of the Member who executes it.

5.12 For election of Members of the Board, Members shall vote in person at a meeting of the Members or by a ballot that the Members personally cast.

Article VI

Directors

6.1 The initial Board and the manner of filling vacancies of the initial Board shall be as set forth in the Articles. The Board shall serve until the election of a new Board at the annual meeting of the Membership, and each director shall be elected to serve until the next annual meeting of the Membership or until his successor shall be elected and shall qualify.

6.2 The Directors may hold their meeting and keep the books of the corporation at the office of the Association, or at such other place as they may from time to time determine.

6.3 After turnover of control of the Properties by the Declarant (as defined in the Declaration) to the corporation, a vacancy on the Board of Directors shall be filled by the majority vote of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director, as the case may be, or, if the vacancy is not so filled or if no Director remains, by a majority of the Members of the corporation. Before such turnover of control, a vacancy on the Board shall be filled by the Declarant.

6.4 Directors may only be removed by an affirmative vote of a majority of the Members of the Association.

6.5 The property and business of the Association shall be managed by the Board which may exercise all powers of the Association and perform all lawful acts which are not expressly reserved to the Members by the law, the Declaration, the Articles or by these Bylaws.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 1375

6.6 The salaries of all employees and agents of the Association shall be fixed by the Board, except that salaries for Directors for services when acting in a capacity other than as a Director, shall be fixed by the Members, as provided in Paragraph 8.1 herein.

6.7 Meetings of the Board shall be open to all Unit owners, and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Article VII

Executive Committee

7.1 By appropriate resolution, the Board may designate an executive committee to consist of three or more Directors which, to the extent provided in the resolution, may exercise the power of the Board to manage the affairs of the Association, and may authorize the seal of the corporation to be affixed to all papers which may require it.

7.2 The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Article VIII

Compensation of Directors, Officers and Agents

8.1 Directors shall not receive any compensation for their services, except that a Director shall not be precluded from serving the Association in any other capacity and receiving compensation therefor. The Board may employ a Director as an employee or contract with a Director for management of the Association. The salaries for Directors for their services in other capacities shall be fixed by the Members.

8.2 Officers, employees or Members of advisory committees of the Association may receive compensation for their services as determined by the Board.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1376

Article IX

Meetings of the Board

9.1 The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

9.2 The Board may establish a schedule of regular meetings to be held at such time and place as the Directors may designate.

9.3 Special meetings of the Board may be called by the President on three (3) days written notice to each Director except in the case of an emergency, in which case, the President or a majority of the Directors of the Board may call a special meeting by giving such notice to each Director as is reasonable under the circumstances to be delivered by mail or in person. Special meetings may also be called on the written request of a majority of Directors.

9.4 At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time and at any such adjourned meeting, any business which might have been transacted may be terminated without further notice.

Article X

Notice of Meeting

10.1 Written notice of the annual meeting of Members shall be served upon or mailed to each Member entitled to notice at least fourteen (14) days but not more than sixty (60) days prior to the meeting and must be posted in a conspicuous place in the Properties at least fourteen (14) days prior to the meeting. The mailing of the notice of annual meeting need not be sent by certified or registered mail unless required by Florida law or these Bylaws, in which case such requirement shall be capable of being waived in the manner provided by law. This provision shall not be construed to make applicable to this corporation changes in law becoming effective after the adoption of these Bylaws, unless such provision will otherwise be applicable or would be applicable notwithstanding contrary provisions in these Bylaws.

10.2 Written notice of special membership meetings stating the time, place and date of such meeting shall be served upon or mailed to each Member entitled to notice at least ten (10) days but not more than sixty (60) days prior to such meeting, except in the case of an emergency, in which case notice shall be given that is reasonable under the circumstances.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 6 | 377

Members may waive notice of special membership meetings prior to, at or subsequent to any meetings of Members except where prohibited by law. Nothing in these Bylaws shall be construed to prevent Members from acting by written agreement without meetings.

Article XI

Procedures

Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with Florida law, the Articles or these Bylaws.

Article XII

Officers

12.1 The Association shall have the following officers which shall be chosen by the Board: (1) a President, (2) a Vice-President, (3) a Secretary and (4) a Treasurer. The Board may also elect additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. A person may hold more than one office.

12.2 At its first meeting after each annual meeting, the Board shall choose the officers of the Association, none of whom need be a member of the Board.

12.3 The Board may appoint other officers and agents as it deems necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

12.4 The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reasons, the vacancy shall be filled by the Board as set forth in the Articles.

Article XIII

The President

13.1 The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Directors, shall be an ex-officio member of all standing

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1378

committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

13.2 The President shall execute all documents, instruments and contracts on behalf of the Association, except those expressly delegated by the Board to some other officer or agent of the Association.

Article XIV

The Vice Presidents

The Vice-Presidents, in the order of their seniority determined by date of appointment by the Board, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe.

Article XV

The Secretary, Treasurer and Assistants

15.1 The Secretary shall: (a) attend all regular and special meetings of the membership and of the Board of Directors and keep all records and minutes of proceedings thereof; (b) attend to all correspondence on behalf of the Board, prepare and serve notice of meetings; keep membership books, perform other duties as the Board may determine and on all occasions of the execution of his duties, act under the attendance and control of the Board; (c) have custody of the minute book of the meetings of Directors and Members, which shall at all times be available at the office of the Association; and (d) have custody of the corporate seal and affix it when necessary or required.

15.2 Assistant Secretaries, in order of their seniority determined by date of appointment by the Board, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board shall prescribe.

15.3 Treasurer shall: (a) receive such monies as shall be paid into his hands for the account of the Association, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Association; (b) supervise the keeping of accounts and all financial transactions of the Association and books belonging to the Association and deliver such books to his successor; (c) make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law; and (d) render to the President and Directors, at the regular meeting of the Board, or whenever they

THIS IS NOT A
OFF REC 8657 P 1379
CERTIFIED COPY

may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

15.4 Assistant Treasurers, in the order of their seniority determined by date of appointment by the Board, shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer and shall perform such other duties as the Board shall prescribe.

Article XVI

Directors, Annual Statement

The Board shall present at each annual meeting a full and clear statement of the business and condition of the corporation.

Article XVII

Checks

All checks or demands for money and notes of the Association shall be signed by the Treasurer or an Assistant Treasurer, unless otherwise designated by the Board of Directors.

Article XVIII

Fiscal Year

The fiscal year of the Association is a calendar year provided, however, the Board is authorized to elect a different fiscal year as it deems is in the best interests of the Association.

Article XIX

Budget

The Board shall prepare a detailed budget for each calendar year covering the estimated costs of operating the Association during the upcoming year. The budget shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices. The budget shall be adopted in accordance with Article X of the Declaration.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1380

Article XX

Assessments

20.1 Assessments shall be determined, imposed, utilized and enforced as provided for in Article X of the Declaration. The Board of Directors has the power to and shall from time to time determine the amounts necessary to pay all expenses of the Association and to establish reasonable budgets therefor, all in accordance with the Declaration.

20.2 General assessments shall be paid by Members on a monthly basis, unless the Board approves a different period for payment, but in no event shall such payments, be more frequent than monthly. The Board may provide that Special assessments be payable in accordance with a schedule therefore established by the Board.

20.3 When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each Member. Assessments are payable at the office of the Association.

20.4 All assessments are necessarily made upon projections and estimates of the Board, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which case the Board may increase or decrease the amount of such assessment and make such adjustment in cash or otherwise, as they shall deem proper, including the assessment of each Member of his proportionate share of any deficiency. Notice of all changes to assessments shall be given to all Members.

20.5 Assessments are due on the date stated on the notice of assessment.

20.6 In the event an assessment is not paid within the time permitted, the Association, through the Board, may proceed to enforce and collect such assessment from the delinquent Member in any manner provided by law respecting mortgage liens, by the Declaration and these Bylaws, and the lien of Assessments shall be considered a servitude running with the land.

20.7 Each Assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the person who was the owner of the Unit at the time such assessment fell due, and shall also be the personal obligation of each person who becomes the Owner of the Unit, to the extent expressly assumed, except that no first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrue prior to such acquisition of title. Each owner, by acceptance of a deed for a Unit, personally covenants and agrees to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

THIS IS NOT A
OFF REC 8657 P 1381
CERTIFIED COPY

20.8 Declarant may elect to pay an amount for regular assessments for any assessment year as provided in Article X of the Declaration. Declarant shall make said election each year prior to the adoption of a detailed budget by the Board pursuant to Article XIX hereof, by delivering written notice of said election to the Board.

Article XXI

Books and Records

21.1 The Association shall maintain the following records, which shall be open to inspection by Members at reasonable times and which shall constitute the official records of the Association:

(a) Accounting records of the Association and separate accounting records for each Unit, prepared and maintained in accordance with generally accepted accounting principles. The accounting records shall be maintained for a period of not less than seven (7) years and shall be open to inspection by Unit owners or their authorized representatives at reasonable times.

(b) An account for each Unit, which shall designate the name and address of the responsible person, the amount of each assessment, the dates and amounts in which the assessment came due, the amounts paid upon the account and the balance due. Records of these accounts shall be maintained for a period of not less than seven years.

(c) A register for the names of any mortgage holders or lien holders on any Unit who have requested in writing that they be registered and to whom the Association will give notice of default in case of nonpayment of assessments.

(d) A copy of the plans, permits, warranties, and other items provided by the Declarant.

(e) A copy of these Bylaws and each amendment to these Bylaws.

(f) A certified copy of the Articles and each amendment thereto.

(g) A copy of the current rules of the Association.

(h) A book or books that contain the minutes of all meetings of the Association, of the Board and of Members, which minutes shall be retained for a period of not less than seven years.

(i) A current roster of all Members and their mailing addresses, Unit identifications and, if known, telephone numbers.

THIS IS NOT A
CERTIFIED COPY

OFF REC 8657 P 1382

(j) All current insurance policies of the Association, or a copy thereof.

(k) A current copy of any management agreement, lease or other contracts to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

21.2 Minutes of all meetings of the Association, the Members and of the Board of Directors shall be kept in a businesslike manner in a book or books and shall be available for inspection by Owners, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least seven (7) years.

Article XXII

Authority of Owner

No Owner or Member, except as an officer of the corporation, shall have any authority to act for the corporation or bind it.

Article XXIII

Amendments of Bylaws

Except as provided in Article XIII of the Declaration, the Bylaws of the Association may be amended, altered, rescinded or added to by appropriate resolution approved by a two-thirds (2/3) vote of the Members present at a duly convened membership meeting or, alternatively, by appropriate resolution adopted by a two-thirds (2/3) vote of the Board duly convened meeting of the Board and accepted by a two-thirds (2/3) vote of the Members present at any duly convened Membership meeting. Any Member of this corporation may propose an amendment to the Bylaws to the Board or to the Membership, as the case may be. Notwithstanding the foregoing, and except as provided in Article XIII of the Declaration, until the termination of the Class B membership as provided in the Declaration, any changes in the Bylaws of the Association may be made by a two-thirds (2/3) vote of the Board. Further, no amendment shall be made that is in conflict with the Declaration, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant under the Declaration, the Articles, or these Bylaws.

THIS IS NOT A
CERTIFIED COPY

Article XXIV

Construction

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean masculine, feminine, singular or plural, wherever the context so requires.

Article XXV

Validity of Bylaws

If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

Article XXVI

Rules and Regulations

The Board may from time to time adopt rules and regulations, for the operation of the Properties and all Members shall abide thereby. All rules and regulations shall equally apply to all Members similarly situated and shall be uniform in their application and effect. The Board shall have the authority to enforce all rules and regulations in accordance with the Declaration.

ARTICLE XXVII

Management Agreement

The Board may enter into a management agreement for the operation, maintenance and management of the affairs of the Association with any person or entity, including without limitation, any Officer, Director, Member or the Declarant or any firm, association, corporation or partnership in which any Officer, Director, Member or the Declarant has any pecuniary or other interest.