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*The Reserve*  
AT TAMPA PALMS

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
THE RESERVE  
HOMEOWNERS ASSOCIATION, INC.

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This instrument prepared by:  
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Tampa, Florida 33647

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

RECORD VERIFIED  
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Clerk of Circuit Court  
Hillsborough County, Fla.  
By: Lisa M. Sutton, D.C.



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AT TAMPA PALMS

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RESERVE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made on the date set forth below by Tampa Palms Development Corporation, a Florida corporation, ("Declarant").

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

Declarant desires to subject the real property described in Exhibit "A" to the provisions of this Declaration in order to create a residential community of single-family detached housing; to impose upon such real property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of such real property; to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property; and to provide for the subjecting of other real property to the provisions of this Declaration.

Declarant hereby declares that the real property described in Exhibit "A" and any additional property which may hereafter be made subject to this Declaration in accordance with the terms hereof, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and said real property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens contained in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the land and the title to, the real property hereby or hereafter made subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

### ARTICLE I DEFINITIONS

The following words, when used in this Declaration or in any amendment (unless the context shall prohibit), shall have the following meanings:

**SECTION 1. "Association"** shall mean and refer to The Reserve Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

**SECTION 2. "By-Laws"** shall refer to the By-Laws of The Reserve Homeowners Association, Inc. attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

**SECTION 3. "Board of Directors" or "Board"** shall mean and refer to members of the Board of Directors of the Association as from time to time elected or appointed.

**SECTION 4. "Common Area"** shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

**SECTION 5. "Community"** shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, and (i) such additions of all or any portion of the real property described in Exhibit "B" attached hereto as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) and (ii) such additions of other real property as may be made by the Association by amendment hereto.

**SECTION 6. "Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity specifically determined by the Board of Directors of the Association or committees thereof.

SECTION 7. "Declarant" shall mean and refer to Tampa Palms Development Corporation, its successors, successors-in-title, or assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A" or "B", attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibits "A" and "B", attached hereto, which is now or hereafter subjected to this Declaration, there shall be no more than one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

SECTION 8. "Eligible Votes" shall mean those votes available to be cast under the Declaration, the By-Laws, or Florida corporate law.

SECTION 9. "Majority" means those eligible votes, Owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total eligible number.

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

SECTION 11. "Modifications Committee."

SECTION 12. "Mortgage" means a mortgage, deed to secure debt, deed of trust, security deed, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

SECTION 13. "Mortgagee" shall mean the holder of a Mortgage.

SECTION 14. "New Construction Committee."

SECTION 15. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any property located within the Community, excluding, however, the Association and any Person holding such interest merely as security for the performance or satisfaction of any obligation.

SECTION 16. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

SECTION 17. "Tampa Palms" shall refer to the community created by recordation of the Declaration of Covenants, Conditions, and Restrictions for Tampa Palms Owners Association, Inc. in the Hillsborough County, Florida, land records.

SECTION 18. "Unit" shall mean a lot or tract intended for ownership and use as permitted in this Declaration and as shown on the plat or plats of the Community, as recorded in the Hillsborough County, Florida, land records. The term "Unit" shall include land and structures which may now and hereafter be constructed thereon within the boundaries as shown on the plat. The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Area, which shall include, without limitation, membership in the Association. Each Unit shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred, or encumbered in the same manner as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to this Declaration.

## ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. **Membership.** The Declarant and every Person who is the record owner of a fee or undivided fee interest in any Unit that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Unit. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Unit owned.

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

(a) Class "A". Class "A" members shall be all Owners, with the exception of the Declarant. Class "A" members shall be entitled to one (1) equal vote for each Unit owned. When more than one (1) Person holds an ownership interest in any Unit, 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.

(b) Class "B". The sole Class "B" member shall be the Declarant. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) when seventy-five (75%) percent of the total Units permitted by the Master Land Use Plan for the properties described on Exhibit "A" and "B" have been conveyed to Persons other than the Declarant or a builder holding title for purposes of development and sale;
- (ii) January 1, 2001; 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 Unit it owns.

**ARTICLE III  
ASSESSMENTS**

**SECTION 1. Purpose of Assessments.** The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Units, including the maintenance of real and personal property within the Community or owned by the Association, all as may be more specifically authorized from time to time by the Board of Directors.

**SECTION 2. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as provided below; and (c) specific assessments levied against any particular Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with interest at a rate not to exceed two (2) percentage points above the prime interest rate charged by the Citibank N.A., New York, New York as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees actually incurred including costs and fees through the appellate process, 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 actually incurred, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Unit, 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; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title pursuant to the remedies provided in the Mortgage.

Assessments shall be levied equally on all Units and 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, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in monthly installments.

**SECTION 3. Computation.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve sufficient to meet the projected needs for replacement or repair of each asset.

The Board shall cause the budget and assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Owners.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to so 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.

**SECTION 4. Assessments Payable to Tampa Palms Owners Association, Inc.** The Association, on behalf of all Units subject to assessment hereunder, shall pay assessments to Tampa Palms Owners Association, Inc. as provided in Article X of the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. Such assessments shall constitute a common expense of the Association and shall be included in the operating budget of the Association, and shall have first priority

for payment out of any income of the Association. This assessment obligation shall be enforceable by Tampa Palms Owners Association, Inc. against the Association and each Owner as provided in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc.

**SECTION 5. Special Assessments.** In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Unit, exclusive of any special assessments pursuant to Article VII, Section 3(b), herein, does not exceed Five Hundred (\$500.00) Dollars in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of such special assessments allocable to any Unit to exceed this limitation shall be effective only if approved by a Majority of the Class "A" members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Special assessments shall be levied only upon Units otherwise subject to assessment under Sections 9 and 10 of this Article.

**SECTION 6. Specific Assessments.** The Board shall have the power specifically to assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess any Unit, regardless of whether the Unit is otherwise subject to assessment under Section 9 of this Article (but excluding unimproved and unoccupied Units owned by the Declarant), for the following Association expenses, except for expenses incurred for routine maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

- (a) Expenses of the Association which benefit less than all of the Units may be specifically assessed equitably among all of the Units which are benefitted according to the benefit received.
- (b) Expenses of the Association which benefit all Units, but which do not provide an equal benefit to all Units, may be assessed equitably among all Units according to the benefit received.

**SECTION 7. 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 (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto; (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value; and (c) the lien for assessments or other charges of Tampa Palms Owners Association, Inc.

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 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 and right to use the Common Area of a member who is in default in payment of any assessment.

Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Unit.

All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

**SECTION 8. 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 that thereafter become due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title at a foreclosure sale or pursuant to a deed in lieu of foreclosure, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable 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 9. Date of Commencement of Annual Assessments.** Except as otherwise provided in Section 10 of this Article, the annual assessments provided for herein shall commence as to each Unit subject to this Declaration on the first day of the month following the conveyance of the first Unit by the Declarant to a Class "A" member. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

**SECTION 10. Assessment Obligation of Declarant.**

(a) After the commencement of assessment payments as to any Unit, Declarant covenants and agrees to pay the full amount of any assessments for each occupied Unit it owns; notwithstanding anything contained herein to the contrary, the Declarant shall not be subject to assessment for unimproved or unoccupied Units that it owns.

(b) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

**ARTICLE IV  
MAINTENANCE**

**SECTION 1. Association's Responsibility.** Except as may be provided below, the Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect of all landscaping and improvements situated on the Common Area.

The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

The Association shall perform its maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. Tampa Palms Owners Association, Inc. shall be authorized to assume the maintenance responsibilities of the Association hereunder and under the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. and to assess all costs thereof to the Owners as a Subdistrict Assessment pursuant to Article X, Section 1 of such declaration.

**SECTION 2. Owners' Responsibility.** Except as provided in Section 1, above, all maintenance and repair of the Unit, including, but not limited to, maintaining the property, whether or not a structure is constructed thereon, in a neat, clean, and attractive condition, and maintenance of all walkways and driveways located within the boundaries of the Unit, shall be the responsibility of the Owner thereof. Maintenance and repair, including resurfacing of driveways and walkways, shall be performed consistent with the architectural standards contained in Article VI of this Declaration, and such other design guidelines as may be promulgated pursuant thereto. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, chimney flues, if any, (which are to be regularly cleaned) or other apparatus serving only the Unit). The Owner of any Unit which is adjacent to a lake, pond or other body of water or which is separated from such body of water only by Common Area shall maintain landscaping on all property between the Unit boundary and such body of water. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

**SECTION 3. Failure to Maintain.** In the event that the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder was caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may order the repairs, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary.

If the necessary maintenance is the responsibility of the Owner under Section 2 or 3 of this Article, the Owner shall have ten (10) days from the date of the notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the necessary maintenance is the responsibility of the Association under Section 1 of this Article, or if the Owner fails to perform his maintenance responsibility as required herein, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and all costs shall be specifically assessed and shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

## ARTICLE V USE RESTRICTIONS AND RULES

**SECTION 1. General.** The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Units and the Common Area. 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 by the vote of Class "A" members holding a Majority of the total votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. and with the rules and regulations of Tampa Palms Owners Association, Inc.

**SECTION 2. Use of Units.** All Units shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Unit at any time except with the written approval of the Board of Directors. Leasing of a Unit in accordance with Section 5 of this Article shall not be considered a business or business activity.

**SECTION 3. Signs.** No sign of any kind shall be erected within the Community without the prior written consent of the appropriate committee pursuant to Article VI hereof. The Board and the Declarant shall have the right to erect signs without the necessity of obtaining such consent.

**SECTION 4. Parking and Garages.** All Units shall be constructed with garages having a minimum capacity of two (2) vehicles. Entrances to garages which are part of the dwelling structure shall be located on the side or at the back of the structure except with the prior written permission of the Declarant. All garages shall have doors which shall be kept closed at all times except when entering or exiting the garage. Parking shall be permitted only in the garage or in the driveway serving each Unit and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, trucks, tractors, mobile homes, trailers (either with or without wheels), motor homes, recreational vehicles, campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage. 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 reasonably have been parked in the garage as originally constructed. Disabled and/or stored vehicles shall not be kept on any Unit unless parked entirely within a closed garage so as not to be visible from the street or neighboring Units. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current operating license or is obviously inoperable, and a vehicle shall be considered "stored" if it is put on blocks or covered with a tarpaulin and is not removed from the Unit for a period in excess of five (5) days. The Board of Directors of the Association and the Board of Directors of the Tampa Palms Owners Association, Inc. may promulgate rules and regulations which further restrict parking in the Community.

**SECTION 5. Sales and Leases.** Within ten (10) days of executing a lease or sales contract on any Unit, the Owner shall notify the Board of Directors in writing of the name of the purchaser or lessee of the Unit and such other information as the Board may reasonably require.

Units may be leased for residential purposes only. Units may be leased only in their entirety; no fraction or portion may be leased. All leases shall be in writing. All leases and lessees are subject to the provisions of the Declaration, By-Laws and rules and regulations adopted pursuant thereto.

The Unit Owner must provide the lessee with copies of the Declaration, By-Laws, and rules and regulations. Any violation of the Declaration, By-Laws or rules and regulations is deemed to be a violation of the terms of the lease and authorizes the Owner/lessor to terminate the lease without liability and to evict the tenant/lessee in accordance with Florida law. The Owner/lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority to enforce against the tenant/lessee all breaches resulting from the violation of the Declaration, By-Laws and the rules and regulations, including the power and authority to evict the lessee on behalf of and for the benefit of the Owner of such unit, in accordance with the terms hereof, for violations of this Declaration, By-Laws, or of the rules and regulations. In the event the Association proceeds to evict the lessee, any costs associated with the eviction not collected from the lessee, including attorney's fees and court costs, shall be specifically assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

**SECTION 6. Occupants Bound.** All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant hereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants and guests of any Unit.

**SECTION 7. 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, provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board of Directors, 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 Community 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 held by a responsible Person.

**SECTION 8. Nuisance.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of 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 the Community.

**SECTION 9. 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 in any part of the Community.

**SECTION 10. Antennas.** No exterior television or radio antennas, satellite dishes, or other apparatus of any kind designed for transmission or reception of radio or television signals shall be placed, allowed, or maintained upon any portion of the Community, including any Unit, without the prior written consent of the Board or its designee.

**SECTION 11. Clotheslines, Garbage Cans, Storage Tanks, Etc.** All clotheslines, garbage cans, storage tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and other property located adjacent to the Unit. All rubbish, trash, or garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

**SECTION 12. Subdivision of Unit.** No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors and Tampa Palms Owners Association, Inc. Declarant, however, hereby expressly reserves the right to replat any Unit or Units which it owns.

**SECTION 13. Fences.** No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Unit, without the prior written consent of the New Construction Committee or Modifications Committee (as hereinafter described), as appropriate. Such committee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence be approved.

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SECTION 14. Window Treatments. Any portion of window shades, drapery linings, and other window treatments visible from the exterior of a Unit shall be white or off-white. No foil or other reflective material shall be used on any windows for sun screens, blinds, shades, or any other purpose.

SECTION 15. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

SECTION 16. 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 Community shall be installed, constructed or operated within the Community unless prior written approval has been received from the New Construction Committee or Modifications Committee. All sprinkler and irrigation systems shall be subject to approval in accordance with Article VI and shall draw water only from city or county water supplies or wells.

SECTION 17. Tents, Trailers and Temporary Structures. No tent, trailer, or structure of a temporary nature, such as a tent, shack, or utility shed, shall be placed or maintained on any part of the Community.

SECTION 18. Removal of Trees and Vegetation. No Person may remove trees or ground cover on any Unit except as approved in accordance with Article VI hereof; provided, however, pruning as may be reasonably necessary to encourage the most desirable growth shall be permitted.

SECTION 19. Use of Lakes and Ponds. No motors of any type or size (other than electric motors and motors used in remote controlled model boats) shall be permitted on any lakes, ponds or other bodies of water within the Community. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF THE AUTHORIZED OR UNAUTHORIZED USE OF LAKES, PONDS, OR OTHER BODIES OF WATER WITHIN THE COMMUNITY BY ANY OWNER OR OCCUPANT OR THEIR GUESTS, INVITEES OR LICENSEES. The Tampa Palms Community Development District shall have the right to impose reasonable user fees for authorized use of lakes, ponds and other bodies of water within the Community.

SECTION 20. Underground Utilities. All cables, wires, pipes, conduits and other apparatus for provision of utilities to a Unit or any structure thereon shall be buried underground.

SECTION 21. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

SECTION 22. Air Conditioning Units. No window air conditioning units may be installed unless they are concealed from view of neighboring Units and Common Areas and are designed to accommodate condensation and runoff, and then only if approved as provided in Article VI.

SECTION 23. Lighting. Except for seasonal (day after Thanksgiving until January 7) Christmas decorator lights, all exterior lights must be approved as provided in Article VI.

SECTION 24. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any Unit. Exterior sculpture, fountains, flags, and similar items must be approved as provided in Article VI.

## ARTICLE VI 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 either Committee established in Sections 1 and 2 of this Article. 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 lands subject to annexation as discussed in 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 within any portion of the Community. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the standards and procedures. 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 Community and who shall conduct their operations strictly in accordance therewith.

Until all of the properties contained in Exhibits "A" and "B" have been conveyed to purchasers in the normal course of development and sale, or until the right of the Declarant to submit such properties to the Declaration expires, 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

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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 in the same manner as provided in Section 2 for the Modifications Committee.

**SECTION 2. Modifications Committee.** The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be initially appointed by the Declarant. Upon termination of the Class "B" membership, control of the MC shall be turned over to the Association for appointment of members by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

The MC shall promulgate detailed standards and procedures governing its area 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 all modifications, additions, or alterations shall be submitted to the 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 finished 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 any dwelling comprising his Unit or to paint the interior of such dwelling any color desired. In the event the MC fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition, or alteration. In the discretion of the Board, an Owner may be made to verify such condition of approval by a written instrument in recordable form acknowledged by such Owner on behalf of himself and his successors-in-interest.

**SECTION 3. Initial Guidelines.** In addition to such design guidelines, standards and procedures as may be promulgated by the NCC or MC pursuant to this Article, the following restrictions shall apply to all Units:

(a) All walkway and driveway material shall be consistent with the Community Development Code and Land Use Standards ("CDC-LUS") for the Tampa Palms development and shall be approved by the NCC or MC, as appropriate, and shall consist of material other than plain concrete or asphalt.

(b) All mailboxes shall be of uniform design, which shall be as provided in the CDC-LUS.

(c) No walls or fences shall be constructed along that boundary of the Unit which is shared with the golf course.

(d) Only tile and such other high quality roofing materials as are approved by the NCC or MC, as appropriate, may be used on the roof of any structure constructed on a Unit.

(e) Enclosures for swimming pools, if constructed, must be architecturally compatible with the dwelling on the Unit.

(f) A dwelling need not be constructed on every Unit and a single dwelling may be constructed on more than one (1) Unit; provided, each Unit shall be treated and assessed separately for purposes of this Declaration, regardless of whether any dwelling is constructed thereon.

(g) All dwellings shall contain a minimum of three thousand seven hundred (3,700) square feet of air conditioned living space; no dwelling, (including porches, garage, pool and accessory buildings), shall occupy an area which exceeds in area twenty-five percent (25%) of the square footage of the Unit or Units upon which the dwelling is constructed. Declarant hereby authorizes the NCC to grant waivers to the above minimum square footage requirement in the case of individual Units, provided that this authorization is subject to strict adherence by the NCC to the following terms and conditions:

(i) Notwithstanding any waiver by the NCC, all dwellings shall contain a minimum of three thousand two hundred (3,200) square feet of air conditioned living space;

(ii) The NCC shall not grant waivers hereunder affecting in excess of twenty-five percent (25%) of the total Units in the Community;

(iii) Waivers hereunder shall be granted only upon a determination, concurred in by all members of the NCC, that the waiver is justified due to unique lot characteristics (including size, topography, configuration and vegetation) or the uniqueness of the design or quality of the dwelling proposed to be constructed thereon; and

(iv) The NCC shall evidence any waiver granted hereunder by execution of a recordable Notice of Waiver in form prescribed by Declarant. The Notice of Waiver may be signed by one member of the NCC on behalf of the NCC but shall contain a certification therein that the waiver was concurred in

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by all members of the NCC. The Notice of Waiver shall be delivered by the NCC to the Owner or other Person requesting the waiver, for recording in the public records of Hillsborough County, Florida.

**SECTION 4. Additional Requirements.** The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of, the architectural control provisions contained in Article XI of the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. Whenever approval of the Board of Directors or a committee responsible for architectural standards is required hereunder, the granting of such approval shall not dispense with the need also to comply with the approval procedures set forth in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. All proposed construction, modifications, alterations and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Declaration of Covenants for Tampa Palms Owners Association, Inc.

The architectural rules and guidelines promulgated pursuant to this Declaration shall be consistent with the rules and guidelines promulgated by the New Construction Committee and the Modifications Committee established pursuant to the Declaration for Tampa Palms Owners Association, Inc. and shall also be consistent with the Community Development Codes and Land Use Standards established by Tampa Palms Development Corporation for Tampa Palms. Notwithstanding the above, the Association and committees thereof may impose stricter rules and guidelines for architectural control than those established by Tampa Palms Owners Association, Inc.

## ARTICLE VII 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 insurance for all insurable improvements on the Common Area. Premiums for all insurance shall be common expenses of the Association. This insurance shall cover loss or damage by fire and other hazards normally included under an extended coverage policy, vandalism, and malicious mischief. Alternatively, the Board may purchase "all-risk" coverage.

The policies may contain a reasonable deductible. 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.

The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and the respective benefitted parties as further identified in subparagraph (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 and holding a Best's rating of B+ or better and a rating of XI or better in the Financial Size Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All liability policies shall be for the benefit of the Unit Owners.

(c) Exclusive authority to adjust losses under policies 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, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the greater metropolitan Tampa, 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;

(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 any defect or 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 or to cease the

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conduct and the allowance of a reasonable time thereafter within which a cure may be effected 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 the Association will be given at least thirty (30) days' prior written notice of cancellation, substantial modification, or nonrenewal.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds, if reasonably available, on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the director's best business judgment. 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 acknowledges that the Association does not provide any insurance for any portion of individual Units, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit and structures constructed thereon and a liability policy covering damage or injury occurring on a Unit. The casualty insurance shall cover loss or damage by fire and other hazards generally insured against under a standard extended coverage policy, vandalism, and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner.

In the event of loss, damage, or destruction of structures comprising a Unit, the Owner shall either (i) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, allowing for such modifications as may be necessary to meet current building codes or as may be approved in accordance with Article VI hereof; or (ii) if 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, and thereafter maintain it in a neat, clean, and attractive condition consistent with the Community-Wide Standard.

**SECTION 3. Damage and Destruction.**

(a) **In General.** Immediately after the damage or destruction by fire or other casualty to all or any improvement 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 property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location as existed prior to the fire or other casualty, with such modifications as are necessary to meet current building codes.

(b) **Repair and Reconstruction.** Any damage or destruction to the Common Area shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the Class "A" members and the Class "B" member, so long as such membership shall exist, shall otherwise agree. 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 such 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 damage or destruction to the Common Area shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Units owned. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association 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 property shall be cleared of all debris and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

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**ARTICLE VIII  
CONDEMNATION**

In the event of condemnation of any portion of the Common Area on which improvements have been constructed, 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 therefor unless within sixty (60) days after such taking the Class "B" member (if such membership shall then exist) and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree. The provisions of Article VII, Section 3, above, applicable to Common Area improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

**ARTICLE IX  
ANNEXATION OF ADDITIONAL PROPERTY**

**SECTION 1. Annexation Without Approval of Class "A" Membership.**

(a) 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 January 1, 2001, to subject all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the land records of Hillsborough County, Florida, an amendment with respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(b) The rights reserved unto Declarant to subject additional land to the Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association nor any obligation, if subjected, to build housing of the same type, design, or materials thereon. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent Owner thereof, whether or not such uses are consistent with the covenants and restrictions imposed hereby.

**SECTION 2. Annexation With Approval of Class "A" Membership.** Subject to the consent of the Owner thereof, and upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the land records of Hillsborough County, Florida, an amendment with respect to the property being annexed. Any such amendment shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, is specified in the By-Laws of the Association.

**SECTION 3. Condition of Annexation.** No property shall hereafter be made subject to this Declaration unless at the time it is made subject hereto it is subject to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc.

**ARTICLE X  
MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Units in the Community. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

**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 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 condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

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(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

**SECTION 2. Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules, and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in Article X, Section 2, of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

**SECTION 3. No Priority.** No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

**SECTION 4. Notice to Association.** Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

**SECTION 5. Amendments by Board.** Should the Federal National Mortgage Association or the Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such change.

## ARTICLE XI EASEMENTS

**SECTION 1. Easements for Encroachment and Overhang.** There shall be reciprocal appurtenant easements for encroachment and overhang 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 this Declaration) 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 Common Area or as between 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 conduct on the part of an Owner, occupant, or the Association.

**SECTION 2. Easements for Use and Enjoyment.**

(a) Every Owner of a Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to his Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Area and to limit the number of guests of Unit Owners and occupants who may use the Common Area, by use of identification tags or passes, or otherwise;

(ii) the right of the Association to suspend the voting rights of a Unit Owner and the right of an Owner to use the recreational facilities in the Community, if any, for any period during which any assessment against his Unit which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed or given by Declarant or any Unit Owner, encumbering any Unit or other property located within the Community. (Any provision of this Declaration or any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed or given by Declarant or any Unit Owner, encumbering any Unit or other property located within the Community); and

(iv) the right of the Association to grant easements across the Common Area to persons who are not Owners; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the members of the Association and subject to the approval requirements contained in Article X, Section 2(a).

(b) Any Unit Owner may delegate his or her right of use and enjoyment in and to the Common Area and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of his Unit, if leased.

**SECTION 3. Easements for Utilities.** There are hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement. Notwithstanding the above, all utilities shall be installed underground.

There is also reserved hereby a blanket easement to the Tampa Palms Community Development District upon, across, above and under all property within the Community for the purpose of maintaining drainage systems and facilities.

**SECTION 4. Easement for Entry.** The Association shall have an easement to enter into any Unit for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, 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 of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

**SECTION 5. Easement to Tampa Palms Owners Association, Inc.** The officers, agents, employees and independent contractors of Tampa Palms Owners Association, Inc. shall have a nonexclusive easement to

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enter upon any portion of the Community for the purpose of performing or satisfying the duties and obligations of Tampa Palms Owners Association, Inc. as set forth in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. its By-laws and rules and regulations.

## ARTICLE XII THE COUNTRY CLUB

**SECTION 1. Conveyance of Country Club.** All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other Person with regard to the continuing ownership or operation of the golf course and related facilities ("Country Club") as depicted upon the Master Land Use Plan for Tampa Palms, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant.

**SECTION 2. Easement for Access to Country Club.** There is hereby reserved to the Declarant the right, without obligation, to grant easements across any portion of the Common Area for service roads to the Country Club and golf cart access.

**SECTION 3. Architectural Control.** Neither the Association nor the MC shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Community, including the Common Area, which is adjacent to, or otherwise in the direct line of sight from the Country Club for the depth of one building lot, without giving the Country Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Country Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of the Country Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Country Club's right to object to the matter so submitted.

**SECTION 4. Limitations on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the Country Club, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Country Club, or in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

**SECTION 5. Jurisdiction and Cooperation.** It is Declarant's intention that the Association and the Country Club shall cooperate to the maximum extent possible in the operation of the Community and the Country Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Community Development Code and Land Use Standards. The Board of Directors shall have the power to deal directly with the Country Club on behalf of the Owners without the necessity of coordinating with or involving the Tampa Palms Owners Association, Inc. in such dealings.

## ARTICLE XIII CONSTRUCTION AND SALE PERIOD

Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the Community for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the Community, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Community and any other property now owned or which may in the future be owned by Declarant, (such other property is hereinafter referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to the Community and specifically includes, but is not limited to:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Community; and the right to tie into any portion of the Community with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Community; and

(b) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the Community, and to establish separate access to such sales offices by means other than the entrances and roadways constituting Common Areas of the Community;

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(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Community, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

This Article shall not be amended without the express written consent of the Declarant.

#### ARTICLE XIV GENERAL PROVISIONS

**SECTION 1. Enforcement.** Each Owner and every occupant of a Unit shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Unit, if any. The Board of Directors may impose fines, which shall be collected as provided herein for the collection of assessments, and also impose other sanctions as provided or permitted under this Declaration or the By-Laws of the Association for violations thereof or of the rules and regulations. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

A breach of any of the limitations, restrictions, conditions and covenants set forth in this Declaration, or the continuing violation thereof, may be enjoined, abated or remedied by appropriate legal proceedings by Tampa Palms Owners Association, Inc. Tampa Palms Owners Association, Inc. shall be entitled to enforce the provisions of this Declaration in the same manner and to the same extent as the Board or any Owner. The failure of Tampa Palms Owners Association, Inc. to enforce any of the limitations, restrictions, conditions or covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, Tampa Palms Owners Association, Inc. as a result of such failure.

The prevailing party in any action at law or in equity instituted by the Board of Directors, on behalf of the Association, an aggrieved Owner or the Tampa Palms Owners Association, Inc. to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including without limitation, reasonable attorneys' fees, including costs and fees incurred through the appellate process.

**SECTION 2. Self-Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Unit Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred including costs and fees for appeal, may be specifically assessed against the violating Unit Owner and the Unit and may be collected as provided for herein for the collection of assessments.

**SECTION 3. Duration.** The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Florida law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a Majority of the votes which the Class "A" members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

No such renewal or extension shall be effective unless there is filed for record in the land records of Hillsborough County, Florida, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Class "A" members of the Association. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provision of this Declaration may be extended and renewed as provided in this Section.

**SECTION 4. Amendment.** This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (c) if such

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amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Units subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Unit unless any such Unit Owner shall consent thereto in writing. Further, so long as the Class "B" membership exists, Declarant may unilaterally amend this Declaration for any other purpose, provided such amendment does not materially adversely affect the substantive rights of any Unit Owner hereunder nor adversely affect title to any Unit without the consent of the affected Unit Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Class "A" members and, so long as Declarant has an unexpired option to subject property to this Declaration or owns a Unit held primarily for sale or lease, the consent of the Declarant. Amendments to this Declaration shall become effective upon recordation in the Hillsborough County, Florida, land records, unless a later effective date is specified therein.

No amendment to this Declaration which materially affects the rights or interests of Tampa Palms Owners Association, Inc. shall be valid unless approved in writing by the Board of Directors of Tampa Palms Owners Association, Inc.

**SECTION 5. Partition.** The Common Area shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Units located within the Community.

**SECTION 6. Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**SECTION 7. Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

**SECTION 8. Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**SECTION 9. Conveyances of Common Area.** The Association shall accept such conveyances of Common Area as are made from time to time to the Association by Declarant.

**SECTION 10. 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 11. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including attorney's fees including costs and fees for appeal, imposed upon or reasonably incurred by 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 maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**SECTION 12. Security.** Tampa Palms Owners Association, Inc., in cooperation with the Association, will strive to maintain Tampa Palms as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION, TAMPA PALMS OWNERS ASSOCIATION, INC., TAMPA PALMS DEVELOPMENT CORPORATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED

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INSURERS OR GUARANTORS OF SECURITY WITHIN TAMPA PALMS, AND NEITHER THE ASSOCIATION, TAMPA PALMS OWNERS ASSOCIATION, INC., TAMPA PALMS DEVELOPMENT CORPORATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, TAMPA PALMS OWNERS ASSOCIATION, INC., THEIR BOARDS OF DIRECTORS, THE DECLARANT, TAMPA PALMS DEVELOPMENT CORPORATION, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT TAMPA PALMS DEVELOPMENT CORPORATION, THE DECLARANT, THE AFORESAID ASSOCIATIONS, BOARDS OF DIRECTORS AND COMMITTEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

**SECTION 13. Contracts Executed During Declarant Control.** All contracts or leases executed by or on behalf of the Association prior to extinguishment of the Declarant's veto power established in the By-Laws of the Association, shall contain a termination clause permitting the Association to terminate the contract or lease at any time after extinguishment of the Declarant's veto power, without cause and without penalty, upon not less than thirty (30) nor more than ninety (90) days' written notice.

**SECTION 14. Books and Records.**

(a) **Inspection by Members and Mortgagees.** This Declaration, the By-Laws, copies of rules and regulations, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

**SECTION 15. Financial Review.** A financial review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial review at the annual meeting, the Class "A" members, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the annual financial statement within ninety (90) days after the end of each fiscal year.

**SECTION 16. Tampa Palms Owners Association, Inc.** Every Owner, by acceptance of a deed to property within the Community, acknowledges that he or she is subject to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. recorded in the Hillsborough County, Florida land records and is automatically a member of the Tampa Palm Owners Association, Inc. However, in the case of any inconsistencies between the terms of Article V (Use Restrictions and Rules and Article VI (Architectural Standards) hereof and those contained in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. the terms hereof shall control.

**SECTION 17. Supremacy of Master Declaration.** In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the By-Laws or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. and the By-Laws of Tampa Palms Owners Association, Inc. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon Tampa Palms Owners Association, Inc. pursuant to its Declaration and By-laws. The Association shall take no action in derogation of the rights of, or

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contrary to the interests of Tampa Palms Owners Association, Inc.; all matters as to which there is disagreement shall be resolved in favor of Tampa Palms Owners Association, Inc.

SECTION 18. Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

SECTION 19. Dispute Resolution. Tampa Palms Owners Association, Inc., may, but shall not be obligated to, exercise jurisdiction over and act as an arbiter with respect to any dispute between the Association and any other subdistrict of Tampa Palms, as defined in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc.

SECTION 20. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association; provided, however, in the event of conflict between or among the provisions of this Declaration, the By-Laws, Articles of Incorporation or rules and regulations pursuant thereto and the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. its By-laws, articles of incorporation or rules and regulations, those of Tampa Palms Owners Association, Inc. shall be superior to those of the Association, except as provided in Section 16 of this Article XIV. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of Tampa Palms Owners Association, Inc.

SECTION 21. Termination. The homeowners association structure created by this Declaration shall not be terminated without the prior written consent of the Board of Directors of Tampa Palms Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 2<sup>nd</sup> day of October, 19 87.

TAMPA PALMS DEVELOPMENT CORPORATION,  
a Florida corporation

By: William Livingston  
President

Attest: Cynthia A. Vanwart  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME personally appeared WILLIAM I. LIVINGSTON  
and CYNTHIA A. VANWART, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively of the above-named corporation and acknowledged to and before me that they executed such instrument as President and Secretary 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.

WITNESS my hand and seal this 2<sup>ND</sup> day of October, 19 87.

Suzanne A. Block  
NOTARY PUBLIC  
My Commission Expires: 10/12/89

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# EXHIBIT "A"

## Land Initially Submitted

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PLAT 4A1

DESCRIPTION: All that property included within the plat referred to as Tampa Palms 4A Unit 1, A Replat of a portion of Tampa Palms Unit 4, as recorded in Plat Book 63, Page 30, of the Public Records of Hillsborough County, Florida.

PLAT 4A2

DESCRIPTION: A parcel of land lying in Section 35, Township 27 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of said Section 35, run thence along the West boundary of said Section 35, S.00°51'21"W., 599.26 feet to a point on a curve of the Southerly right-of-way line of Tampa Palms Boulevard, as recorded in Plat Book 57, Page 31, of the Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line the following three (3) courses: 1) Southeasterly, 438.43 feet along the arc of a curve to the right having a radius of 1060.22 feet and a central angle of 23°41'37" (chord bearing S.70°04'36"E., 435.32 feet) to a point of tangency; 2) S.59°13'48"E., 972.57 feet to a point of curvature; 3) Southeasterly, 752.60 feet along the arc of a curve to the left having a radius of 2160.00 feet and a central angle of 19°57'48" (chord bearing S.69°12'42"E., 748.80 feet) to a point of compound curvature and the POINT OF BEGINNING; thence Easterly, 688.49 feet along the arc of a curve to the left having a radius of 1110.00 feet and a central angle of 35°32'18" (chord bearing N.83°02'15"E., 677.51 feet); thence S.26°16'49"E., 217.02 feet; thence S.54°53'53"E., 173.49 feet; thence S.06°07'26"E., 98.24 feet; thence S.27°58'41"E., 115.19 feet; thence S.47°43'13"E., 347.65 feet; thence S.22°45'52"E., 148.18 feet; thence S.26°03'13"E., 225.00 feet; thence S.66°35'19"W., 143.49 feet; thence S.67°33'30"W., 174.94 feet; thence S.35°33'48"W., 168.67 feet; thence S.18°47'02"W., 231.98 feet; thence S.61°54'27"W., 336.71 feet; thence S.56°33'10"W., 107.16 feet; thence S.61°54'27"W., 238.96 feet; thence S.65°31'44"W., 158.33 feet; thence S.78°20'16"W., 390.32 feet; thence N.57°13'51"W., 217.33 feet; thence S.87°24'07"W., 215.17 feet; thence N.56°50'37"W., 200.00 feet; thence N.34°06'48"W., 84.25 feet; N.47°08'20"E., 278.38 feet to a point on a curve; thence Northwesterly, 69.52 feet along the arc of a curve to the right having a radius of 675.00 feet and a central angle of 05°54'03" (chord bearing N.39°54'38"W., 69.49 feet) to a point of reverse curvature; thence continue Northwesterly, 122.34 feet along the arc of a curve to the left having a radius of 375.00 feet and a central angle of 18°41'33" (chord bearing N.46°18'23"W., 121.80 feet); thence N.34°20'50"E., 242.15 feet; thence N.33°18'33"W., 31.30 feet; thence N.39°33'46"E., 295.08 feet; thence N.19°13'02"W., 105.24 feet; thence N.42°31'30"E., 79.78 feet; thence N.39°33'46"E., 230.70 feet; thence N.30°57'12"E., 163.94 feet; thence N.37°55'34"E., 143.43 feet; thence N.25°00'00"E., 125.00 feet; thence N.12°35'07"E., 176.81 feet to the POINT OF BEGINNING.

Containing 60.60 acres, more or less.