

7301 - 553

THIS INSTRUMENT WAS PREPARED BY:
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RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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PT

Declaration
of
Covenants, Conditions and Restrictions
of
Kensington at Tampa Palms
(Tampa Palms Unit 4A2C)

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By William Robinson, D.C.

1994 FEB 25 PM 3:00

THIS DECLARATION, made and executed this 24 day of FEBRUARY, 1994, by 75/275 CORP. a Florida corporation, its successors and assigns, hereinafter called Declarant.

WITNESSETH

04047791

WHEREAS, Declarant is the owner of a portion of real property within Tampa Palms a master planned community, which property is described in Exhibit "A" attached herein, and desires 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 and all of its future owners.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A", together with any improvements constructed or to be constructed thereon, is and shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, assessments and liens all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described in Exhibit "A" and every part thereof and all of which shall run with the land and the title to the real property subject to this Declaration and shall be binding upon all parties having or acquiring 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.

COPY

ARTICLE I
DEFINITIONS

OFF. REC. 7301 PG 554

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

SECTION 1. "Articles" shall mean and refer to the Articles of Incorporation of the Kensington at Tampa Palms Homeowners Association, Inc., attached hereto as Exhibit "B".

SECTION 2. "Association" shall mean and refer to Kensington at Tampa Palms Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

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. "Builder" shall refer to general contractors appointed and approved by Declarant as builders of Residential Units within the Community.

SECTION 5. "By-Laws" shall refer to the By-Laws of the Kensington at Tampa Palms Homeowners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

SECTION 6. "Common Area" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located hereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

SECTION 7. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including but not limited to maintenance of the Common Areas, services and any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Articles, and the By-Laws.

SECTION 8. "Community" shall mean and refer to all the real property described in Exhibit "A", attached hereto and made a part hereof, which is subject to this Declaration.

SECTION 9. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity prevailing throughout the Community. Such standard may be more specifically determined and set forth by the Board or the New Construction Committee.

SECTION 10. "Declarant" shall mean and refer to 75/275 Corp., a Florida corporation, its successors, and assigns; provided, however, that any successor or assign shall acquire for the purpose of development or sale, any of the remaining undeveloped or unsold portions of the real property described in Exhibit "A" attached hereto, and provided further, in the instrument of conveyance to any such successor or assign, such successor or assign is designated as the "Declarant" thereunder by the grantor of such conveyance, which grantor shall be the "Declarant" thereunder 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" thereunder shall cease, it being understood as to all of the property described in the Exhibit "A" attached hereto, which is now subject to this Declaration, there shall be no more than one person or legal entity entitled to exercise the rights and powers of the "Declarant" thereunder at any time.

SECTION 11. "Declaration" shall mean and refer to this document, entitled Declaration of Covenants, Conditions and Restrictions of the Kensington at Tampa Palms as the same may be amended and supplemented from time to time.

SECTION 12. "Eligible Votes" shall mean those votes available to be cast under the Declaration or the By-Laws.

SECTION 13. "Lot" shall mean any one of the parcels of land into which the Community has been subdivided according to the Plat thereof and all improvements located thereon. Lot shall include the Unit, if any, located thereon.

SECTION 14. "Majority" means those Eligible Votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

SECTION 15. "Master Association" shall mean and refer to Tampa Palms Owners Association, Inc., a Florida Corporation.

SECTION 16. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc., as recorded in Official Record Book 4753, Page 1345, in the Public Records of Hillsborough County, Florida, and as subsequently amended or supplemented from time to time.

SECTION 17. "Modifications Committee" The Modifications Committee ("MC") shall refer to the Modifications Committee of the Association.

SECTION 18. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, hereof.

SECTION 19. "New Construction Committee" The New Construction Committee ("NCC") shall refer to the New Construction Committee of the Association.

SECTION 20. "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, 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 an obligation.

SECTION 21. "Person" shall mean and refer to any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

SECTION 22. "Plat" shall mean and refer to the Plat of Kensington at Tampa Palms (Tampa Palms Unit 4A2C) according the plat thereof filed in Plat Book _____ at Page _____ of the Public Records of Hillsborough County, Florida.

SECTION 23. "Residential Unit" or "Unit" shall mean a portion of the Community intended for use and occupancy as a single family residence. The term also shall include all portions of the Lot upon which the Unit is located and any structures which may now and hereafter be constructed thereon within the boundaries as shown on the Plat. Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to this Declaration.

For purposes of this Declaration, a Residential Unit or Unit shall come into existence when a certificate of occupancy is issued by the appropriate governmental entity or when the Association, in its reasonable discretion, determines it to be substantially complete.

SECTION 24. "Rules and Regulations" shall mean and refer to procedures for administering the Association and the Community as adopted by resolution of the Board of Directors.

SECTION 25. "Tampa Palms" shall refer to a community created by recordation of the Master Declaration.

ARTICLE II

ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND ELECTION OR APPOINTMENT OF BOARD

SECTION 1. Membership. The Declarant and every Person who is the record owner of a fee or undivided fee interest in any Lot in the Community 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 Owners, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership is compulsory and shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based. The rights and privileges of membership including the right to vote and 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 Lot owned. Change of membership shall be established by recording in the Public Records of Hillsborough County, Florida a

deed or other instrument which conveys fee title to a Lot , and by the delivery to the Association of a copy of such recorded instrument.

SECTION 2. Voting Rights. The Association shall have two (2) classes of membership, Class "A" (Owners) and Class "B" (Declarant), 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 Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association in writing prior to any meeting. In the absence of such written notification, the Lot'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 one-hundred (100%) percent of the total Lots provided for on the Plat have been conveyed to Persons other than the Declarant and other than a Builder holding title to a Lot or Lots for purpose 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 Lot it owns.

SECTION 3. Election or Appointment of Board; Reserved Rights of Declarant. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) Directors. The number of Directors comprising the Board shall be as provided from time to time in the By-Laws of the Association.

Subject to the provisions for Article III. A. Section 6 of the By-Laws, Declarant shall have the right to appoint the Board of Directors until ninety (90) days after the termination of the Class "B" membership, provided that Declarant may at any time forfeit, in its discretion, the right to appoint the Board. Upon expiration or forfeiture of Declarant's right to appoint the Board, a new Board of Directors shall be elected by the Class "A" Members of the Association at a meeting called especially for such purpose, of which at least thirty (30) days prior written notice shall be given.

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.

In the event that the Declarant does not convey to the Association or Tampa Palms Community Development District legal title to Parcels "B-1", "B-2" or "B-3," or to Tracts "C," "D-1" or "D-2," or does not convey to the Reserve Homeowners Association legal title to Parcel "A" or Tract "E," then the Declarant, or its successors or assigns, shall bear ultimate responsibility for maintenance, repair and replacement of any improvements within such tracts and parcels.

SECTION 2. Creation of a Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance thereof, regardless of whether so expressed in any such deed or other conveyance, covenants and agrees to pay the Association: (1) annual assessments or charges, (2) special assessments and (3) individual assessments, including any fines. Each such assessment, together with interest (at the maximum rate allowed by law computed from the date of delinquency), costs of collection and reasonable attorneys' fees shall be a charge and continuing lien on the real property and improvements of the Owner against whom each such assessment is made, and also shall be the personal obligation of the Owner of such real property at the time when the assessment becomes due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any portion of the Common Area or by the abandonment of the property against which the assessment was made. In the case of co-ownership, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Assessments shall be levied equally on all Lots and shall be paid in such a 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 quarterly installments.

SECTION 3. Annual Assessments ("Annual Assessments"). Annual Assessments shall be levied by the Association and shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners, including but not limited to, the maintenance of real property within the Community owned by the Association, the payment of taxes, insurance and debt service, and the management and administration of the Association.

SECTION 4. Special Assessments ("Special Assessments"). In addition to the Annual Assessment authorized herein, the Association may unilaterally levy a Special Assessment in any year for the purpose of defraying, in whole or in part, any budgetary shortfall, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of the Common Area and improvements thereon, provided such Special Assessment does not exceed One Thousand Dollars (\$1,000.00) per year per Lot. All Special Assessments in excess of said amount must be approved by a meeting called for such purpose. 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.

SECTION 5. Individual Assessments ("Individual Assessments"). The Association may impose an Individual Assessment upon any Owner whose use or treatment of his Lot or Unit is not in conformance with the provisions of this Declaration, the Articles, the By-Laws, the Rules and Regulations, the Community-Wide Standards, or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the foregoing. The amount of such Individual Assessment shall be equal to the cost incurred by the Association together with an overhead charge of fifteen (15%) percent of said cost and may be enforced in the manner provided for any other assessment.

SECTION 6. Date of Commencement of Assessments. All Annual Assessments shall be payable quarterly, in advance, and shall commence on the date set by the Board of Directors; however, the initial assessments shall be due upon transfer of Unit and Lot from Builder to Owner, and prorated to the date of transfer. The due date of any Special Assessment provided for herein shall be set in the

resolution authorizing such assessment. Written notice of each assessment shall be provided.

SECTION 7. Computation. It shall be the duty of the Board to prepare and deliver a budget, at least thirty (30) days prior to the meeting at which the budget is presented to the Members, 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 Association asset, including all private streets and all private water, sanitary sewer, and stormwater drainage facilities.

The budget and the assessment shall become effective unless disapproved at a meeting by a Majority vote of the Members. 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. Notwithstanding the foregoing, the Board may, without the vote, approval or consent of the Members, impose Annual Assessments which exceed the Annual Assessments for the immediately preceding fiscal year provided such Annual Assessments are not increased by more than (i) ten (10%) percent over the Annual Assessments charged for the immediately preceding fiscal year or (ii) the amount which the Consumer Price Index for the metropolitan Tampa, Florida area has increased over the immediately preceding fiscal year, whichever is greater; provided, however, in determining whether any increase is permitted by the Board without the vote, approval or consent of the Members, as provided in this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God and increases in the reserve fund shall not be included.

SECTION 8. 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 any provision in this Declaration to the contrary, the Declarant shall not be subject to assessment for unimproved Lots or unoccupied Units that it owns.

(b) Upon the commencement of Declarant's obligation to pay assessments pursuant to sub-paragraph (a) above, Declarant may elect from time to time in

writing any of the following alternatives as a method of paying its assessments and may change its election of alternatives at any time:

(i) pay to the Association the difference between the amount received from assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year;

(ii) pay the full amount of any assessments for each Lot which it owns. Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration; or

(iii) contribute assessments due from it in services or material 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 disagree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and materials furnished. If the Association and the Declarant are still unable to agree on the value of the contribution, the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by Declarant who are in the business of providing such services and materials, and the value of the in-kind contribution shall be deemed to be the average of the bids received from the independent contractors.

SECTION 9. Initial Reserve Fund. Upon the initial conveyance of ownership of a Lot by a Builder, the Person purchasing the Lot from the Builder shall be assessed at closing an assessment equal to two (2) months of the annual assessment for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a capital improvement including, but not limited to private roads, if any, sidewalks, if any, storm sewers, if any, and water and sanitary sewer systems, if any. Said assessment shall be placed in a reserve fund specifically designated for capital improvements.

SECTION 10. Liens for Unpaid Assessments. Upon the failure of an Owner to pay any assessments provided for in this Declaration, the Association may file a Notice of Lien against such Owner's Lot in the Public Records of Hillsborough County, FL. The lien for unpaid assessments, including interest, and costs (including attorney's fees) provided for herein, on each respective Lot shall be prior and

superior to all other liens, except (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto; (b) a lien or charge for any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value unless recorded after Association's lien; (c) a lien for assessments or other charges of the Master Association.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. A first mortgagee shall become liable for all assessments which become due and payable subsequent to the sale or transfer of the Lot pursuant to a clerk's sale pursuant to decree of foreclosure, or pursuant to a deed given in lieu of foreclosure. No sale or transfer shall relieve such Lot, Unit or Owner from lien rights in favor of the Association for any assessments that thereafter become due.

All payments shall be applied first to costs and attorneys' fees, then to interest, then to delinquent assessments, then to any unpaid installments of the Annual Assessment, Special Assessments and Individual Assessments which are not the subject matter of suit in the order of their coming due.

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, roads, utilities, and improvements situated on/in the Common Area.

The Association shall also maintain and keep in good repair all improvements constructed by the Association and/or the Declarant within the road and drainage rights-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility. 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 thereunder in a manner consistent with the Community-Wide Standard. The Tampa Palms Owners

Association, Inc. shall be authorized to assume the maintenance responsibilities of the Association thereunder and under the Master Declaration and to assess all costs thereof to the Owners as a Subdistrict Assessment pursuant to Article X, Section 1 of the Master Declaration.

All maintenance performed by the Association pursuant to this Section I shall be considered Common Expenses.

SECTION 2. Owners' Responsibility. Except as provided in Section 1, above, all maintenance and repair of the Lot and 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 Lot, shall be the responsibility of the Owner thereof. Maintenance and repair, including resurfacing the driveways and walkways, shall be performed consistent with the architectural standards contained in Article V of this Declaration, and such other design guidelines as may be promulgated pursuant hereto. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which service only the Unit, whether located within or without of conduits, chimney flues, if any, (which are to be regularly cleaned) or other apparatus servicing only the Unit. The Owner of any Lot which abuts or is adjacent to a wall, lake or utility/drainage easement shall perpetually maintain landscaping installed by Builder or Declarant on all property between the Lot boundary and such easement unless specifically earmarked as Common Area maintenance. 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 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 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 as determined by the Board. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary. All costs and expenses incurred by the Association in connection with the foregoing, including but not limited to reasonable attorneys' fees and costs, shall be the subject of an Individual Assessment against the Owner and his/her Lot, and a lien against the Owner's Lot.

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 Lots and the Common Area. Such regulations and use restrictions shall be binding upon all Owners and occupants.

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 Master Declaration.

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

SECTION 3. Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, Lot, or Common Area without the prior written approval of the appropriate committee pursuant to Article V 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, vans over fourteen (14) feet in length, recreational vehicles, campers, camper trailers, motorized go-cart, boats and other water craft, and boat trailers must be parked entirely within a garage. Vehicles shall be parked only on paved surfaces and shall not block sidewalks. Parking by Owners and occupants of Units within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation thereof. Overnight parking in street right-of-way by non-Owners shall be prohibited. Disabled and/or stored vehicles shall not be kept on any Lot unless parked entirely within a closed garage so as not to be visible from the street or neighboring Lots. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have 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 Lot 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 sale contract on any Lot, the Owner shall notify the Board of Directors in writing of the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Lots may be leased for residential purposes only. Lots 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 Owner of the Lot must provide 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 Lot, 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 as an Individual Assessment against the Lot and the Owner thereof, and shall be a lien against the Lot such being deemed as an expense which benefits the leased Lot and the Owner thereof. Each lease must require a minimum of one year lease term and each Unit shall not be leased more than one time per year, without the express written consent of the Board of Directors.

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 Lot.

SECTION 7. Animal and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, except pets of the customary household variety such as dogs, cats, birds and fish, but only if such pets do not cause a disturbance or a nuisance in the Community. No pets may be kept, bred or maintained for any commercial purpose. The Association may reasonably restrict the types and numbers of pets which may be kept and restrict the area of the Community where pets may be walked.

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 Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot 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 Lot 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 Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. 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 or any other community within Tampa Palms.

SECTION 9. Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulation or requirements of any governmental agency relating to the Community.

SECTION 10. 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 cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community. The portions of the Lots visible from other Residential Units or from any Common Area must be kept in an orderly condition.

SECTION 11. Antennas, Other Devices. 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 Lot, without the prior written consent of the Board or its designee and if approved shall be constructed and maintained pursuant to all applicable government rules and regulations.

SECTION 12. Clotheslines, Garbage Cans, Fuel Storage Tanks, Etc. All clotheslines, garbage receptacles, gas meters, air conditioning, heating, pool equipment, materials, supplies or other equipment placed or stored outside shall be located or screened so as to be concealed from view of neighboring Lots, streets, and other property located adjacent to the Lot. All rubbish, trash, or garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain a small gas tank for gas barbecues or fireplaces.

SECTION 13. Subdivision of Unit. No Lot 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 Lot or Lots which it owns.

→ **SECTION 14. Walls and Fences.** No wall, fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the New Construction Committee (as hereinafter described). Walls and fences, other than those erected by Declarant, are highly discouraged, however, such committee may issue guidelines detailing acceptable styles or specifications, but in no event may a chain link, hog wire, solid wall or stockade fencing which would adversely affect any viewshed be approved.

SECTION 15. 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 16. Pools. No above-ground pools shall be erected, constructed or installed on any Lot.

SECTION 17. Water Supply and Sewerage. No septic tanks shall be permitted within the Community. No irrigation wells shall be installed unless approved by Declarant.

SECTION 18. 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 with 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 V.

SECTION 19. Temporary Structures. No temporary structure, such as a trailer, tent, shack, barn, utility shed or other outbuilding shall be placed or maintained at any time, other than:

- (i) Cabanas appurtenant to a swimming pool and gazebos in accordance with the New Construction Committee or Modifications Committee.
- (ii) Temporary structures during the period of actual construction; and
- (iii) Tents or other temporary structures, upon approval by the Modifications Committee for use during social functions.

SECTION 20. Soliciting. No soliciting will be allowed at any time within the Community.

SECTION 21. Removal of Trees and Vegetation. No Person may remove trees or ground cover on any Lot except as approved in accordance with Article V hereof; provided, however, pruning as may be reasonably necessary to encourage the most desirable growth shall be permitted.

SECTION 22. Use of Lakes and Ponds. No motors of any type or size shall be permitted on any lakes, ponds or other bodies of water within the Community. NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL 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 OF A LOT OR THEIR GUESTS, INVITEES OR LICENSEES.

SECTION 23. 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 24. Traffic Hazards. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

SECTION 25. Outside Lighting. Except for seasonal (day after Thanksgiving until January 7) holiday decorator lights, all exterior lights must be approved as provided in Article V. No spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to

be reflected on any other Lot or the improvements thereon or upon the Common Area or any part thereof without the prior written approval of the New Construction Committee or Residential Modifications Committee. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

SECTION 26. 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 V.

SECTION 27. Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment (all which require approval by the Board) shall be installed, maintained or used only in the rear of a Residential Unit and shall not be installed or located so as to be exposed to view from any street without the prior written approval of the Board of Directors.

SECTION 28. Declarant's Sales and Construction Activities. Declarant, its agents, employees, successors and assigns may maintain facilities and activities as reasonably required, convenient or incidental to the completion, improvement, development and sale of Lots, including without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any sales or construction office of Declarant shall be subject to Declarant's control. The right to maintain such facilities and activities shall include specifically the right to use Lots as model residences and for related activities. Additionally, Declarant may operate a construction gate for purposes of controlling contractor and subcontractor ingress and egress to The Reserve until 90% of the Units are constructed within the Community. The Declarant's rights, as described in this section, shall continue even after conveyance of the Common Area to the Association.

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.

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 hereof 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. Such standards and procedures shall be made 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 Exhibit "A" have been conveyed to purchasers, other than Builders, in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members in the same manner as provided in Section 2 for the Modifications Committee.

The Board shall have the right to delegate the duties and responsibilities of the NCC provided in this Declaration to the New Construction Committee of the Master Association. In such event, all references to "New Construction Committee" or "NCC" in this Declaration shall refer to the New Construction Committee of the Master Association established in the Master Declaration.

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 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 MC 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 of 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.

The Board shall have the right to delegate the duties and responsibilities of the MC provided in the Declaration to the Modifications Committee of the Master Association. In such event, all references to "Modifications Committee" or "MC" in this Declaration shall refer to the Modifications Committee of the Master Association established in the Master Declaration.

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 Lots:

(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. Sidewalks shall be plain concrete.

(b) No walls or fences shall be constructed along that boundary of any Unit or Lot which is shared with a lake or where views would be affected, other than those originally constructed by Declarant.

(c) 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 upon a Lot. Composition or asphalt shingles shall be permitted in cases where it would be architecturally appropriate. Said shingles must be of a forty (40) year heavy dimensional style as specifically approved by the NCC.

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

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

(f) All dwellings shall contain a minimum of three thousand (3000) square feet of air conditioned living space; no dwelling (including porches, garage, pool and accessory buildings), shall occupy an area which exceeds in area thirty-five (35%) percent of the square footage of the Lots or Lots upon which the dwelling is constructed.

(g) All garages shall be side or rear loaded construction.

SECTION 5. 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 Master Declaration. 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 Master Declaration. All proposed construction, modifications, alterations and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Master Declaration.

The architectural rules and guidelines promulgated pursuant to this Declaration shall generally be consistent with the rules and guidelines promulgated by the New Construction Committee and the Modifications Committee established pursuant to the Master Declaration and shall also be consistent with the Community

Development Codes and Land Use Standards established 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 benefited 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 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 Members.

(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 thereunder 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 canceled, invalidated, or suspended on account of anyone or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorize manager without prior demand in writing delivered to the Association to cure the defect or to cease the 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 excluded 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 nonrenewable.

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 Associations' 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 canceled 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 Lot subject to the terms of this Declaration, each Owner acknowledges that the Association does not provide any insurance for any portion of individual Lots, 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 Lot and structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. 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 thereunder 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 reconstruct, the Owner shall clear the Unit or Lot 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 Lots owned. Additional assessments may be 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 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.

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 therefore 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

provision of Article V, 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
MORTGAGEE PROVISIONS

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

SECTION 1. Notices of Action. A holder of a first mortgage on any portion of the Community, who provides written request to the Association, 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 Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a 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 Lot 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 require the consent of a specified percentage of mortgage holders.

SECTION 2. 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 Lot 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 3. Notice to Association. Upon request, each Owner of a Lot shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

ARTICLE X
EASEMENTS

In addition to the easements which appear on the Plat, the respective rights and obligations of the Owners, the Association, Declarant, and others concerning easements affecting the Community shall include the following;

SECTION 1. Easements for Use and Enjoyment.

(a) Every Owner of a Lot 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/her Lot, 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 Owners and occupants of Units 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 Lot 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 encumbering 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 Lot or Owner, or the holder of any mortgage, irrespective of when executed or given by Declarant or any Owner, encumbering any Lot or other property located within the Community. (Any provision of this Declaration or any such mortgage give by the Association to the contrary notwithstanding, the exercise

of any rights herein by the holder thereof in the event of default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Owner, or the holder of any mortgage, irrespective of when executed or given by Declarant or any Unit Owner, encumbering any Lot or other property located with 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 a Majority of the Members of the Association.

(b) Any 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/her family, his/her 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 2. 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 services 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 service 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 part 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 3. Plat Easement. The Declarant hereby specifically reserves any and all easements dedicated on the Plat for the purposes set forth on the Plat.

SECTION 4. Easement to Tampa Palms Owners Association, Inc. The officers agents, employees and independent contractors of Tampa Palms Owners Association, Inc. shall have a non-exclusive easement to 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 Master Declaration, its By-Laws and Rules and Regulations.

ARTICLE XI
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 or Country Club owner.

ARTICLE XII
CONSTRUCTION AND SALE PERIOD

Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby expressly reserves unto itself and its specific Persons designated in writing by Declarant, agents, 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. 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, cable television, 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, residences, model residences, and sales offices in the Community, as to establish separate access to such sales offices by means other than the entrances and roadways constituting Common Areas of the Community;

(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 delivery of a quit-claim deed or other instrument 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 XIII 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 Lot, 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 Declarant, the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Declarant, 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. which shall be entitled to enforce the provisions of this Declaration in the same manner and to the same extent as the limitations, restrictions, conditions or covenants contained herein and 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 Declarant, the Board of Directors on behalf of the Association, aggrieved Owner or the Tampa Palms Owners Association, Inc. to enforce or interpret said imitations, 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 Declarant, the Association and/or their duly authorized agents shall have the power to enter upon a Lot and 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 violating Owner shall be given ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, incurred by the Association, including reasonable attorney's fees actually incurred (including costs and fees for appeal), shall be specifically assessed as an Individual Assessment against the violating Owner and the Lot and shall be collected as provided for herein for the collection of assessments, and shall be a lien against the violating Owner's Lot. All costs of self-help incurred by the Declarant, including but not limited to reasonable attorneys fees actually incurred (including costs and fees for appeal) shall be reimbursed by the violating Owner to the Declarant, upon demand, and shall be a lien upon the violating Owner's Lot accruing interest at the rate of eighteen (18%) percent per annum from date of demand until paid, and shall be enforceable in the manner of mortgages upon real property until satisfied in full.

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 extend 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 law for successive period 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 Lots subject to this Declaration; (c) if such 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 Lots 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 Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Unit or Lot unless any such 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 Owner thereunder nor adversely affect title to any Lot without the consent of the affected Owner of such Lot.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a Majority of the Class "A" members and, so long as Declarant owns a Lot 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 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. Futhermore, no amendment may be made which diminishes the Association's responsibility to maintain, repair, and replace private streets or private water, sanitary sewer, or stormwater drainage facilities, without the consent of the City of Tampa.

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 first mortgages encumbering any portion of the Community, including but not necessarily limited to, the Lots 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 give 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 instead 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 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 party by reason of being or having been an officer or directors. The officer 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 directors, 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., THE DECLARANT OR 75/275 CORP. SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMUNITY TAMPA PALMS OR TAMPA PALMS UNIT 4A2C, AND NEITHER THE ASSOCIATION, THE TAMPA PALMS OWNERS ASSOCIATION, INC., THE DECLARANT NOR 75/275 CORP. 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, THE TAMPA PALMS OWNERS ASSOCIATION, INC., THEIR BOARDS, DECLARANT, 75/275 CORP. AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURORS OR GUARANTORS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, RESIDENTIAL UNITS, AND TO THE CONTENTS OF RESIDENTIAL UNITS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, THE TAMPA PALMS OWNERS ASSOCIATION, INC., THEIR BOARDS, DECLARANT, 75/275 CORP. AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANT ABILITY 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 Declarants 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 accounts, 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 or any portion of the Community at any reasonable time and for a

purpose reasonable 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 Member of the Board of Directors 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 such member of the Board of Directors 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 upon written request of any institutional holder of a first mortgage on any portion of the Community 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 Master Declaration recorded in the Hillsborough County, Florida land records and is automatically a member of the Tampa Palms Owners Association, Inc. However, in the case of any inconsistencies between the terms of Article IV (Use Restrictions and Rules) and Article V (Architectural Standards) hereof and those contained in the Master Declaration, 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 Master Declaration 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 contrary to the interest 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 owns any portion of the Community, 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 Master Declaration.

SECTION 20. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Declaration 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 Master Declaration its By-Laws, Article 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 the Article XI. 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 Declarant has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

75/275 CORP., a Florida corporation "Declarant"

By: *[Signature]*
Its: Vice President

ATTEST:

By: *[Signature: Michelle Weinhold]*
Its: ASST. SECRETARY



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME personally appeared JOHN T. ZIELENBACH, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of the above-named corporation and acknowledged to and before me that he executed such instrument as Vice President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

My Commission Expires:

[Signature: Michelle Weinhold]
NOTARY PUBLIC



OFFICIAL SEAL
MICHELLE WEINHOLD
My Commission Expires
June 2, 1996
Comm. No. CC 205223

MORTGAGEE JOINDER, CONSENT AND RATIFICATION

For Ten Dollars (\$10.00) and other good and valuable consideration the adequacy and receipt of which is hereby acknowledged, Sun Bank of Tampa Bay, as holder of a mortgage on the real property described on Exhibit A, as recorded in Official Record Book 6928 at Page 484 of the Public Records of Hillsborough County, Florida as subsequently modified, amended and spread to the terms, conditions, covenants and provisions of the Declaration hereby joins in, consents to and ratifies the rights, terms, conditions, provisions, covenants and restrictions of the foregoing Declaration of Covenants, Conditions and Restrictions of Kensington at Tampa Palms.

In witness whereof, SunBank of Tampa Bay by and through its authorized officer has executed this Mortgagee Joinder, Consent and Ratification this 15 day of February, 1994.

WITNESSES:

SUN BANK OF TAMPA BAY

Eleanor B. Baumeister
ELEANOR B. BAUMEISTER
Print Name

By: Bruce Williams
Bruce Williams
Print Name

Steve Roth
Steve Roth
Print Name

Its: Vice President

(Corporate Seal)

State of Florida:
County of _____ :

The foregoing instrument was acknowledged before me this 25th day of FEBRUARY, 1994 by BRUCE WILLIAMS, as VICE PRESIDENT of Sun Bank of Tampa Bay, a FLORIDA CORPORATION on behalf of the bank. He/She is personally known to me or has produced a driver's license as identification.

Eleanor B. Baumeister
NOTARY PUBLIC

(NOTARY SEAL)

ELEANOR B. BAUMEISTER
Print Name

MY COMMISSION EXPIRES:
40



OFFICIAL SEAL
Eleanor B. Baumeister
My Commission Expires
May 6, 1996
Comm. No. CC 195116

Exhibit 'A'

OFF. REG. 7301 PG 593

TAMPA PALMS 4A
UNIT 2C
(KENSINGTON)

DESCRIPTION: A parcel of land lying in Section 35, Township 27 South, Range 19 East, Hillsborough County, Florida, 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 on the Southerly right-of-way line of Tampa Palms Boulevard, as shown on the plat of TAMPA PALMS UNIT 2, as recorded in Plat Book 57, Page 31, 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 1062.22 feet and a central angle of 23°41'37" (chord bearing S.71°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, said point also being the Northeasterly corner of TAMPA PALMS 4A UNIT 1, A REPLAT OF TAMPA PALMS UNIT 4, according to the plat thereof as recorded in Plat Book 63, Page 30, Public Records of Hillsborough County, Florida, and the POINT OF BEGINNING; thence along said Southerly right-of-way, Northeasterly, 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) to a point on the Westerly boundary of TAMPA PALMS UNIT 2A, A REPLAT OF A PORTION OF TAMPA PALMS, UNIT 2, according to the plat thereof as recorded in Plat Book 63, Page 31, Public Records of Hillsborough County, Florida; thence along said Westerly boundary, the following seven (7) courses: 1) S.26°16'49"E., 217.02 feet; 2) S.54°53'53"E., 179.49 feet; 3) S.06°07'26"E., 98.24 feet; 4) S.27°58'41"E., 115.19 feet; 5) S.47°43'13"E., 347.65 feet; 6) S.22°45'52"E., 148.18 feet; 7) S.26°03'13"E., 225.00 feet; thence S.66°35'19"W., 143.49 feet; thence S.86°15'02"W., 190.20 feet; thence S.20°11'48"W., 185.81 feet; thence S.60°22'19"W., 122.59 feet; thence N.67°10'27"W., 748.98 feet; thence N.45°21'32"W., 221.90 feet; thence N.20°26'14"W., 537.86 feet to a point on the Easterly boundary of the aforesaid TAMPA PALMS 4A UNIT 1, A REPLAT OF A PORTION OF TAMPA PALMS UNIT 4; thence along said Easterly boundary the following three (3) courses: 1) N.37°55'34"E., 70.79 feet; 2) N.25°00'00"E., 125.00 feet; 3) N.12°35'07"E., 176.81 feet to the POINT OF BEGINNING.

Containing 28.722 acres, more or less.

9-93-011
-109:TP4A2CR

October 06, 1993
(Revised) November 03, 1993