

This instrument was prepared by:  
(and after recording, return to):  
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Shumaker, Loop & Kendrick, LLP  
101 E. Kennedy Boulevard, Suite 2800  
Tampa, Florida 33602

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DEPUTY CLERK: SLEWIS Pat Frank, Clerk of  
the Circuit Court Hillsborough County

**AMENDMENT TO CONSOLIDATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR TAMPA PALMS  
NORTH OWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TAMPA PALMS NORTH OWNERS ASSOCIATION, INC. (the "Amendment") is made by TAMPA PALMS NORTH OWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Association"), under its corporate seal and the signature of its President and Secretary, which hereby certifies as follows:

Recitals

A. That certain Consolidated Declaration of Covenants and Restrictions for Tampa Palms North Owners Association, Inc. was made by the Association and recorded on August 10, 2001 in Official Records Book 10998 at Page 1806 of the Public Records of Hillsborough County, Florida, as previously amended, modified or supplemented (the "Declaration"), respecting the community located in Hillsborough County, Florida known as Tampa Palms North ("Tampa Palms North").

B. Section 14.2 of the Declaration provides that the Declaration may be amended by the affirmative vote of Members representing two-thirds (2/3rds) of the votes present (in person or by proxy) at a duly called meeting of the Members, at which there is a quorum.

C. At a duly called meeting of the Members on October 27, 2008, at which a quorum was present, Members representing two-thirds (2/3rds) of the votes present (in person or by proxy) affirmatively voted to amend the Declaration as set forth in Paragraph 4 below.

NOW, THEREFORE, the Association hereby declares that every portion of Tampa Palms North is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the following defined term is hereby modified:

“Declaration” shall mean the Declaration, together with all amendments and modifications thereof.

4. Amendments. Section 4.2.4 of the Declaration is deleted in its entirety and the following is substituted in its place:

4.2.4 Class “D” Membership. The Class “D” Members shall be the St. James United Methodist Church at Tampa Palms, Inc., or any other Owner which is a religious organization, to the extent of their ownership of property covered by this Declaration. The Class “D” Members shall be entitled to cast votes the same as the Class “E” Owners of Commercial Units set forth in Section 4.2.5 below.

Sections 11.8 and 11.9 of the Declaration are deleted in their entirety and the following are substituted in their place:

11.8 Method of Calculation of Assessments. The Annual Assessment and any Special Assessment must be levied on a uniform basis for each Unit for which there is a Class “A” membership. Class “C” Members shall be assessed on the basis that four (4) apartment units are and shall be equal to one (1) Unit for purposes of assessment, which may result in the creation of fractional Assessment shares. Class “D” and Class “E” Members shall be assessed based upon the formula contained in Exhibit C to this Declaration. Class “D” Members shall be assessed the same as Class “E” Owners of Commercial Units as set forth in Exhibit C to this Declaration. No Annual Assessments or Special Assessments shall be levied against the Class “F” Members.

11.9 Commencement of Assessments. Assessments shall commence as to each Residential Unit on the day of recording of a deed of conveyance of title to an Owner. Notwithstanding the foregoing, upon the conveyance of title to a Parcel upon which Apartment Buildings are to be constructed, Assessments shall commence against such Parcel based upon the maximum number of Residential Units that may be contained on the Parcel pursuant to applicable governmental development restrictions. Upon completion of construction of the Apartment Buildings on a parcel, the Assessments levied against such Parcel for the Residential Units located thereon shall be adjusted to comport with the final number of constructed Residential Units, with no credit or adjustment being given for any payments made prior to such determination.

Assessments levied against Parcels owned by Class “D” Members or by Class “E” Members shall commence upon recording of a deed of conveyance of title to a Parcel upon which Commercial Units are to be constructed. Assessments shall commence against such Parcel immediately upon such conveyance by Declarant or upon the effective date of this provision, whichever occurs last,

based upon the maximum square footage of developable space permitted for such Parcel pursuant to applicable governmental development restrictions. Upon completion of construction of the improvements on such Class "D" or Class "E" Parcel, the Assessments levied against such Parcel shall be adjusted to comport with the final amount of developed square footage, with no credit or adjustment being given for any payment made prior to such determination.

5. Covenant Running with the Land. This Amendment is a covenant running with all of Tampa Palms North and each present and future owner of interest therein, and shall be binding upon their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 30<sup>th</sup> day of October, 2008.

Witnesses:

TAMPA PALMS NORTH OWNERS ASSOCIATION, INC., a Florida non-profit corporation

Sharon Vaughan  
Print Name: Sharon Vaughan

By: Garrison Urette  
Print Name: GARRISON URETTE  
President

Sharon Vaughan  
Print Name: SHARON VAUGHAN

By: Maureen Meyerling  
Print Name: Maureen Meyerling  
Secretary

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30 day of October, 2008 by Garrison Urette the President and by Maureen Meyerling the Secretary of Tampa Palms North Owners Association, Inc., a Florida non-profit corporation, who are personally known to me or who produced \_\_\_\_\_ as identification.



Cassandra Malloy  
NOTARY PUBLIC  
Print Name: Cassandra J. Malloy  
My Commission Expires: 9/7/11



CASSANDRA J. MALLOY  
MY COMMISSION # DD 670926  
EXPIRES: September 7, 2011  
Bonded thru Budget Notary Services