

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

OR BK 10047 PG 1207

RECORDED 02/11/2000 03:33 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Beckham

46
5/

Prepared by and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

THIS IS NOT A
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
WHITEHALL NEIGHBORHOOD
OR BK 10047 PG 1208
CERTIFIED COPY

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	1
1.1	"Articles"	1
1.2	"Assessments"	1
1.3	"Association"	1
1.4	"Board"	1
1.5	"By-Laws"	1
1.6	"Club Tampa Palms"	1
1.7	"Common Areas"	1
1.8	"Common Driveways" and "Parking Area, if any"	2
1.9	"Common Expenses"	2
1.10	"Community Association"	2
1.11	"Community Declaration"	2
1.12	"County"	2
1.13	"Declarant"	2
1.14	"Declaration"	2
1.15	"First Mortgage"	2
1.16	"Home"	2
1.17	"Lot"	2
1.18	"Management Company"	2
1.19	"Member"	2
1.20	"Mortgage"	3
1.21	"Neighborhood"	3
1.22	"Neighborhood Lands"	3
1.23	"Neighborhood Standard"	3
1.24	"Owner"	3
1.25	"Person"	3
1.26	"Residential Property"	3
1.27	"Rules and Regulations"	3
1.28	"Supplemental Declaration"	3
1.29	"Tampa Palms North Development" or "Development"	3
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION	3
2.1	Legal Description	3
2.2	Withdrawal of Land.	3
2.3	Annexation of Additional Property.	3
2.4	Conveyance of Common Areas to the Association.	4
ARTICLE III	PROPERTY RIGHTS	4
3.1	Owner's Easements of Access and Enjoyment	4
3.2	Easements and Reserved Rights in Favor of Declarant.	4
3.3	Rights of the Association.	4
3.4	Delegation of Use.	4
3.5	Easement to Public Rights-of-Way.	5
3.6	Easement for Public Service Use and Public Utilities.	5
3.7	Waiver of Use.	5
ARTICLE IV	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	5
4.1	Membership	5
4.2	Voting Membership	5
4.3	Community Association.	5

ARTICLE V	DUTIES AND POWERS OF ASSOCIATION.....	5
ARTICLE VI	COVENANT FOR ASSESSMENTS.....	6
6.1	Assessments Established.....	6
6.2	Purpose of Assessments; General Assessment.....	6
6.3	Determination of General Assessment.....	6
6.4	Deficit Funding.....	7
6.5	Special Assessments.....	7
6.6	Specific Assessments.....	7
6.7	Uniformity of Assessments.....	7
6.8	Commencement of General Assessment.....	7
6.9	Lien for Assessment.....	7
6.10	Certificate.....	8
6.11	Remedies of the Association.....	8
6.12	Foreclosure.....	8
6.13	Notice of Claim of Lien.....	8
6.14	Curing of Default.....	8
6.15	Subordination of Lien.....	9
6.16	Cumulative Remedies.....	9
6.17	Homesteads.....	9
6.18	Estimated Operating Budget.....	9
6.19	Contribution Agreement with the Community Association.....	9
ARTICLE VII	ARCHITECTURAL CONTROL AND MAINTENANCE STANDARDS COMMITTEE.....	9
7.1	Establishment of Committee and Acceptance by the Association.....	9
7.2	Members of Committee.....	10
7.3	Review of Proposed Construction.....	10
7.4	Maintenance and Repair Obligations.....	10
7.5	Inspections.....	10
7.6	Remedies in the Event of Non-Compliance.....	10
7.7	Amendment of Architectural Provisions.....	11
ARTICLE VIII	MAINTENANCE AND REPAIR OBLIGATIONS.....	11
ARTICLE IX	COMMUNITY DECLARATION.....	11
ARTICLE X	INSURANCE.....	12
10.1	Common Areas.....	12
10.2	Lots and Homes.....	12
ARTICLE XI	MORTGAGEE PROTECTION.....	12
ARTICLE XII	USE RESTRICTIONS.....	13
12.1	Business Use of Homes and Lots.....	13
12.2	Prohibition Against Conversion of Garages.....	13
12.3	Outside Storage of Personal Property.....	13
12.4	Portable Buildings or Structures.....	13
12.5	Garbage and Trash.....	13
12.6	Parking.....	13
12.7	Pets.....	14
12.8	Energy Devices.....	14
12.9	Air Conditioning Units.....	15
12.10	Clotheslines and Outside Clothes Drying.....	15
12.11	Nuisances.....	15
12.12	Satellite Dishes and Antennae.....	15
12.13	Signs.....	16
12.14	Window Treatments.....	16
12.15	Wells and Septic Tanks.....	16
12.16	Oil and Mining Operations.....	16
12.17	Visibility for Corner Lots.....	16
12.18	Barbecue Grills and Smokers.....	16
12.19	Removal of Sod and Shrubbery; Additional Planting.....	16

12.20	Increases in Insurance Rates	16
12.21	Casualties	16
12.22	Reconstruction	16
12.23	Rules and Regulations	16
12.24	Exceptions; Additional Declarant Rights	17
12.25	Leases	17
12.26	Occupancy	17
12.27	Holiday Lighting and Decorations.	17
12.28	Noise; Speakers	18
ARTICLE XIII	GENERAL PROVISIONS	18
13.1	Enforcement	18
13.2	Severability	18
13.3	Term	18
13.4	Interpretation	18
13.5	Amendments	18
13.6	No Public Right or Dedication.	19
13.7	Constructive Notice and Acceptance	19
13.8	Additions to Common Areas.	19
13.9	Use of Common Areas	19
13.10	Notices	19
13.11	Refund of Taxes, Fees and Other Charges	20

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WHITEHALL NEIGHBORHOOD ("Declaration") is made as of the day and year noted below by LENNAR HOMES, INC., a Florida corporation ("Declarant" as hereinafter defined) and joined in by The Whitehall Neighborhood Association, Inc., a Florida not-for-profit corporation ("Association" as hereinafter defined), and Hannah Bartoletta Construction, Inc., a Florida corporation ("HBC").

Declarant is the developer of a master planned residential community known as Tampa Palms North, within which Declarant has developed or is in the process of developing a subdivision to be commonly known as Whitehall ("Neighborhood"). The primary builder of residences within the Neighborhood is HBC, and Declarant is subjecting the property to this Declaration which it owns, and HBC is subjecting any property which it owns within the Neighborhood to the terms and provisions of this Declaration by virtue of joining in and consenting to the terms and provisions hereof. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the Owners of Homes within the Neighborhood and to preserve and protect the values of the Neighborhood Lands (as hereinafter defined). This Declaration also will serve to establish the Association as the entity charged with the ownership of the Common Areas, the operation and/or maintenance of various portions of the Neighborhood Lands and the improvements constructed thereon, the enforcement of the terms and provisions of this Declaration, and other various other rights and responsibilities as described hereinafter. The expenses of the Association will be shared by the Owners of Homes constructed on the Neighborhood Lands, who, along with the Declarant, will be Members of the Association.

NOW, THEREFORE, Declarant hereby declares that the Neighborhood Lands (as hereinafter defined) and such additions as may, in the future, be made subject to the terms of the Declaration, shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise dealt with subject to the terms and conditions of this Declaration, all of which are created in the best interest of the Owners and residents of the Neighborhood Lands, and which will run with the Neighborhood Lands and shall be binding upon all persons having and/or acquiring any right, title or interest in the Neighborhood Lands or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Neighborhood Lands, or any portion thereof.

ARTICLE I DEFINITIONS

The terms used in this Declaration and in the Articles and Bylaws of the Association, shall have the following meanings, unless the context otherwise requires:

1.1 "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time

1.2 "Assessments" shall mean the charges against each Owner and such Owner's Lot as more particularly described in Article VI hereof.

1.3 "Association" shall mean and refer to Whitehall Neighborhood Association, Inc., a Florida not-for-profit corporation.

1.4 "Board" shall mean the board of directors of the Association, elected or appointed in accordance with the By-Laws of the Association.

1.5 "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

1.6 "Club Tampa Palms" shall mean the recreational facilities and amenities owned and/or developed by Declarant or its related entity or their designee within the Tampa Palms North Development and to be commonly known by such name. An Owner by virtue of taking title to a Lot, shall be required to pay assessments to the Community Association, a portion of which shall be paid, by the Community Association to the owner of Club Tampa Palms pursuant to agreement or deed restriction.

1.7 "Common Areas" shall mean and refer to that part of the Neighborhood Lands now or hereafter actually used and designated for the use and benefit of the residents in the Neighborhood, which may include, but are not limited to, Common Driveways, Parking Areas (if any), green areas, the surface water management

system for the Neighborhood as defined by plat or appropriate governmental permit, mitigation areas, lakes, retention area, culverts and related appurtenances and the like (if any), and entry features, if any, and which may sometimes be referred to herein as "Neighborhood Property."

1.8 "Common Driveways" and "Parking Area, if any" shall mean and refer to that part of the Common Areas now or hereafter actually used and paved for vehicular access and striped and designated for parking for the Owners of Homes in the Neighborhood.

1.9 "Common Expenses" shall mean all expenses incurred and Assessments (including Special Assessments levied against each Owner and Lot within the Neighborhood) and the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Areas, including, without limitation: the costs of any and all utility charges for the Common Areas; costs of management and administration of the Association (including, without limitation, compensation paid by the Association to Managers, accountants, attorneys and other employees); the cost of all gardening and landscaping of the Common Areas; the cost of maintenance, operation, repair and replacement of equipment furnishing lighting for the Common Areas and the cost of owning or leasing lights for the Common Driveways (if any); the cost of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering the Common Areas and the Association; the cost of bonding persons who handle monies of the Association; taxes paid by the Association (including real property taxes for the Common Areas); amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

1.10 "Community Association" shall mean the Tampa Palms North Owners Association, Inc., the association created to administer the common areas of the Tampa Palms North Development pursuant to the Community Declaration.

1.11 "Community Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Tampa Palms North Owners Association, Inc., as recorded in Official Records Book 8140, Page 1771, public records of the County, as has been or may be amended from time to time.

1.12 "County" shall mean Hillsborough County, Florida.

1.13 "Declarant" shall mean and refer to Lennar Homes, Inc., and its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Neighborhood. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Except to the extent specifically provided hereinafter, Declarant shall be deemed to have automatically assigned to the Association (without requirement for any recording as otherwise provided herein).

1.14 "Declaration" shall mean this instrument as it may be amended from time to time.

1.15 "First Mortgage" shall mean a Mortgage (as defined hereinafter) recorded prior to all other Mortgages on the same property.

1.16 "Home" shall mean an attached or detached or single family dwelling constructed upon a Lot which is designated and intended for use and occupancy as a residence and which is subject to Assessments and the terms and provisions of this Declaration.

1.17 "Lot" shall mean and refer to those lots shown upon the recorded subdivision plat or plats of the Neighborhood Lands upon which shall be built Homes.

1.18 "Management Company" shall mean the person, firm or corporation, operating in compliance with Chapter 468, Florida Statutes, appointed by the Association pursuant to written contract and hereunder as its agent and to which is delegated certain duties, powers or functions of the Association.

1.19 "Member" shall mean all owners of Homes in the Neighborhood, and Declarant holding a membership in the Association as provided herein.

1.20 "Mortgage" shall mean any mortgage encumbering a Lot. The term "Mortgagee" shall mean the holder of such mortgage.

1.21 "Neighborhood" shall mean the Homes, Lots and Common Areas within the Neighborhood Lands.

1.22 "Neighborhood Lands" shall mean and refer to the land described on Exhibit "A" attached hereto and any other lands made subject to this Declaration by annexation.

1.23 "Neighborhood Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Neighborhood. The Neighborhood Standard may be set by the Board, and in addition the Committee may specifically determine and set forth portions of the Neighborhood Standard with regard to construction activities and improvements within the Neighborhood Lands.

1.24 "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article I only, unless the context otherwise requires, "Owner" shall include the family members, invitees, licensees and lessees of any Owner.

1.25 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

1.26 "Residential Property" shall collectively mean the Lots together with the Homes constructed thereon from time to time.

1.27 "Rules and Regulations" shall mean those rules and regulations for the use of the Lots, Homes and Common Areas as promulgated from time to time by the Association.

1.28 "Supplemental Declaration" shall mean any Declaration which may be recorded by Declarant for the purpose of supplementing this Declaration or for the purpose of withdrawing portions of the Neighborhood Lands or annexing additional property, all in accordance with the terms and provisions hereof.

1.29 "Tampa Palms North Development" or "Development" shall mean that certain tract of land legally described on Exhibit A of the Community Declaration and any additions thereto or amendments, as are brought within the provisions and applicability of the Community Declaration and/or deletions therefrom.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is described in Exhibit A attached hereto and made a part hereof.

2.2 Withdrawal of Land. Declarant shall have the absolute right, but shall have no obligation, to withdraw at any time or from time to time from the effect of this Declaration any or all of that portion of the Neighborhood Lands on which there is no construction of improvements and which are owned by Declarant. The withdrawal of lands as aforesaid shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by Declarant, describing the lands to be withdrawn. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association, or of any Member and/or Mortgagee of a Lot or of any property contained within the Development. Upon the filing of such a Supplemental Declaration, all such land described therein shall be relieved from the effect of this Declaration and any restrictions, obligations or lien rights hereunder. Notwithstanding anything to the contrary set forth in this Declaration, if the Neighborhood Lands to be withdrawn are Common Areas previously conveyed or dedicated to the Association, the Association shall convey the withdrawn Neighborhood Lands back to Declarant and the approval or consent of Owners shall not be required for the Association to convey the withdrawn Neighborhood Lands back to Declarant.

2.3 Annexation of Additional Property. Additional real property may be annexed by the Declarant in whole or in part without the consent of Members, the Association or any mortgagees within 20 years of the date of this Declaration. Such annexations, if they are made, will subject the annexed real property to the terms and

conditions of this Declaration. Annexations will become effective upon the recording of a Supplemental Declaration in the public records of the County.

2.4 Conveyance of Common Areas to the Association. At such time as Declarant has conveyed title to 90% of the Lots in the Neighborhood to third parties (and subject to the provisions hereof), or such earlier time as Declarant elects, Declarant shall convey title to the Common Areas to the Association, which shall be obligated to accept such conveyance.

ARTICLE III PROPERTY RIGHTS

3.1 Owner's Easements of Access and Enjoyment. Subject to the provisions below, every Owner shall have a non-exclusive right to use and an easement of enjoyment in and to the Common Areas, together with an easement of access to and from and over and across the Common Areas which shall be appurtenant to and shall pass with the title to the Lot owned by such Owner, subject to the following:

3.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

3.1.2 All provisions of this Declaration and the Articles and By-Laws;

3.1.3 Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association from time to time;

3.1.4 Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part or parts of the Common Areas; and

3.1.5 The right of the Association to levy fines and to suspend voting rights for a period not to exceed 60 days.

3.2 Easements and Reserved Rights in Favor of Declarant. Declarant reserves, for itself and its officers, employees, agents, invitees, contractors and subcontractors, and successors and assigns, easements of ingress and egress over and across the Common Areas for all purposes, including, but not limited to, the construction and sale of Lots and Homes and other improvements within the Neighborhood Lands. Further, Declarant hereby reserves the right unto itself and its successors and assigns to select the providers of cable television, telephone and other telecommunications services for the Neighborhood and the Lots thereof, and an easement is hereby reserved to Declarant, with the power to assign same to such service provider(s), over, across, under and through the Lots for purposes of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities relating, directly or indirectly, to such services provided to the Neighborhood or to other communities in the Tampa Palms North Development. Each Owner, by virtue of such Owner's Lot being subject to this Declaration, and the Association hereby consent to any such determination of service made by Declarant, the results of which shall include payment for such services pursuant to agreement through Assessments levied against the Lots. Declarant further discloses that it has a related company that may have a non-exclusive cable television or telecommunications franchise in the Tampa Palms North Development, and that Declarant shall ensure that such related company shall be required to provide cable television and telecommunications services to the Neighborhood at rates comparable to market rates and service charges provided by other cable televisions and telecommunications service providers doing business in the County.

3.3 Rights of the Association. The easements granted herein shall be subject to the right of the Association to maintain, manage, operate, repair, and to establish uniform and reasonable Rules and Regulations covering the use of the Common Areas; provided, however, that the Association may not restrict the persons described in Section 3.2 hereof from the reasonable use of the Common Areas in connection with the construction and sale of Lots and Homes and other improvements upon the Neighborhood Lands.

3.4 Delegation of Use. Subject to the Rules and Regulations, an Owner may delegate, in accordance with the By-Laws, such Owner's right of ingress and egress over and across the Common Areas to such Owner's guests, invitees and family members, and to tenants and contract purchasers of his Home, and their respective guests, invitees and family members.

3.5 Easement to Public Rights-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, each Owner of a Lot shall have an easement for access to and from such Owner's Lot to a public right-of-way over a paved common driveway. Declarant has an absolute obligation to construct all portions of any Common Driveway necessary to afford all Owners such access.

3.6 Easement for Public Service Use and Public Utilities. In addition to the foregoing easements, there shall be, and Declarant hereby reserves and covenants for itself and all Owners, easements of ingress and egress over and across the Common Areas for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Common Areas for the purpose of rendering their respective services) and for agents and employees of utility companies servicing the Neighborhood.

3.7 Waiver of Use. No Owner shall be exempt from personal liability for Assessments duly levied by the Association against a Member, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of such Owner's Lot.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 Membership. Every Owner of a Lot and the Declarant shall be a Member of the Association. Notwithstanding the foregoing, any such Person who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Member.

4.2 Voting Membership. The Association shall have two classes of voting membership:

4.2.1 Class A. Class A Members shall be all Owners with the exception of Declarant, and each Class A Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lots shall be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

4.2.2 Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to 3 votes per Lot owned by the Declarant, provided that the Class B membership shall cease and terminate on the earlier of: (a) one year after the last Lot within the Neighborhood has been sold and conveyed, (b) at any time prior to that date at the election of Declarant (which election shall be evidenced by recording of an instrument in the public records of the County to such effect), or (c) the date of transfer of control of the Association from Declarant to the Members pursuant to the provisions of Chapter 617, Florida Statutes.

4.3 Community Association. Each Member of the Association shall be a member of the Community Association. The President of the Association or any other person as designed by the Board from time to time ("Neighborhood Representative") shall represent the interests of all Members of the Association at meetings of the Community Association. The Neighborhood Representative shall cast as many votes at Community Association meetings as there are Lots subject to the jurisdiction of the Association, as governed by the Community Association by-laws. The Neighborhood Representative shall have the discretion to cast votes on behalf of the Members at Community Association meetings; provided, however, that (a) if so directed, the Neighborhood Representative shall be required to cast the Members' votes in the manner directed by the Board, (b) if there is a meeting of the Association membership to discuss and vote on matters to be voted upon at a Community Association meeting, the Neighborhood Representative shall be required to cast votes on behalf of the Members at the Community Association meeting as are cast in person or by proxy by the Members at such Association meeting (the Neighborhood Representative, in his or her sole discretion, shall be permitted to cast undetermined Association votes at the Community Association meeting, unless otherwise directed by the Board), and any such vote of the Members shall supersede any direction given by the Board to the Neighborhood Representative, and (c) a vote of the Members shall be required for the purposes of providing direction to the Neighborhood Representative on matters pertaining to increases in Community Association assessments (exclusive of reserves and increases in expenses attributable to insurance and utilities) by more than 125% over the previous Community Association fiscal year, dissolution of the Community Association or termination of the Community Declaration.

ARTICLE V DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board, in addition to any other powers specifically provided herein, shall have the power and duty to: (a) maintain, repair and replace the Common Areas, including, but not limited to, improvements, paving and landscaping included therein; (b) provide for, maintain and administer community

services for the benefit of the Members of the Association; (c) obtain water, electricity and such other utility services as may be required for the operation of the Common Areas; (d) grant easements, rights-of-way, or strips of land, where necessary, for utility and sewer facilities over the Common Areas to serve the Common Areas and other portions of the Neighborhood; (e) maintain such policy or policies of liability and fire insurance with respect to the Common Areas, improvements therein and personal property, if any, owned by the Association or Declarant, and providing such other insurance as directed by this Declaration and the By-Laws; and (f) employ or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers, employees and other persons, all as permitted under the Articles, the By-Laws, and Chapter 617, Florida Statutes.

In the event an Owner of any Lot shall fail to maintain the exterior of such Owner's Home or the Lot, other than those portions of the Lot to be maintained by the Association (if any), in a manner consistent with the Neighborhood Standard, the Association, after approval by 2/3 vote of the members of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Home and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed against the subject Lot as a Specific Assessment pursuant to Section 6.6 hereof.

ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Assessments Established. Each Owner of a Lot, in connection with and by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

- (a) General Assessments, as defined in Section 6.2 hereof;
- (b) Special Assessments, as defined in Section 6.5 hereof;
- (c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 6.6 hereof; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each Assessment is made as provided in Section 6.9 hereof. Each such Assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot when such Assessment fell due. An Owner shall be jointly and severally liable for all unpaid Assessments that come due up to the time of transfer, but such liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

6.2 Purpose of Assessments: General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to maintain, operate and manage the Association and the Common Areas, and to perform such duties as may be required by this Declaration and the Articles, the By-Laws or by applicable law. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association. If permitted under the Community Declaration, the General Assessment shall be collected by the Community Association on behalf of the Association and shall be remitted to the Association within 30 days of collection. Each Owner, by virtue of taking title to a Lot subject to this Declaration, and the Association hereby consent to any such collection procedure and acknowledge and agree that such form of collection would be beneficial to the Association and the Owners in terms of costs savings and management services. Collection of the General Assessment shall be vested solely in the Association pursuant to this Declaration, and the Community Association shall have no power to enforce collection of the General Assessment or any other Assessment levied pursuant to this Declaration. The lien of the Community Association pertaining to its Assessments shall be superior and prior to any Assessment lien created hereunder regardless of the date of recording.

6.3 Determination of General Assessment. The amount of the General Assessment shall be fixed by the Board at least 30 days in advance of each General Assessment period, and shall be based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the

amount of the General Assessment should be given to every Owner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid Assessment. The General Assessment shall be paid in advance in four equal installments without interest until delinquent (such installments being due on January 1, April 1, July 1, and October 1 of each year), and prepayable in whole at any time or times during the applicable Assessment period without penalty or other consideration; provided, however, at the discretion of the Board of Directors, the General Assessment may be collected on a monthly, semi-General or General basis rather than collected on a quarterly basis.

6.4 Deficit Funding. For so long as the Class "B" membership exists, Declarant may annually elect either to pay General Assessments on the Lots it owns or to pay to the Association the difference between the amount of the General Assessments collected on all other Lots subject to Assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This latter option shall be referred to as the option to "deficit fund" the Common Expenses. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days prior to the commencement of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis for the upcoming fiscal year as has occurred during the immediately preceding fiscal year. Declarant shall be permitted to modify the manner in which it makes payments to the Association on a year-to-year basis until such time as Class "B" membership is terminated. The decision to pay General Assessments for a particular fiscal year shall not preclude Declarant from electing to deficit fund the Common Expenses in the subsequent year. In no event shall any decision of Declarant to deficit fund the Common Expenses above be interpreted to mean that no Special Assessments can be levied by the Association for matters not contemplated in the course of preparing the estimated operating budget for the then-current fiscal year. Notwithstanding any provision to the contrary, on the date of transfer of control of the Association from Declarant to the non-Declarant Members as required by Chapter 617, Florida Statutes, or upon Declarant's other permitted election to transfer control, any decision of Declarant to deficit fund shall immediately cease and become of no effect. Upon such transfer of control, Declarant shall become responsible for the payment of Assessments for the remainder of the then-applicable fiscal year and subsequent fiscal years. This paragraph shall not be amended *without the prior written approval of Declarant for so long as there is Class "B" membership.*

6.5 Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, expenses which exceeded, or when mature will exceed, the estimated operating budget allocation and on which the General Assessment was based, or as otherwise described in this Article. The purpose of a Special Assessment shall be to defray, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement or such other addition upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such Special Assessment in excess of \$10,000.00 which pertains to capital improvements shall have the approval of a majority of the voting interests in the Association, excluding therefrom the votes of Declarant.

6.6 Specific Assessments. Any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for 30 days after written notice.

6.7 Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform for each Owner throughout the Neighborhood. This means that an Owner shall be assessed on the basis of a calculation determined by dividing the number one by the total number of Lots in the Neighborhood at the time the General Assessment or Special Assessment is levied.

6.8 Commencement of General Assessment. The General Assessment as to each Lot owned by a Owner other than the Declarant commences as of the date of closing of the purchase of the Lot.

6.9 Lien for Assessment. All sums assessed against any Lot (including all accelerated Assessments), together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority, and such lien shall be strictly construed to relate back to the date of recording of this Declaration. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Section, but

neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

6.10 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s).

6.11 Remedies of the Association. If any installment of a General Assessment or a Special Assessment or Specific Assessment is not paid within 15 days after it is due, the Owner responsible therefor may be required by the Association to pay a late charge of \$25.00, to the extent permitted by law. If any installment of a General Assessment or Special Assessment or a Specific Assessment is not paid within 15 days after its due date, the Board shall mail an acceleration notice to the Owner and to each first Mortgagee of a Lot which has requested a copy of the notice. The notice shall contain substantially the following information: (i) the fact that the installment is delinquent; (ii) the action required to cure the default including the amount that can be paid by the Owner to prevent a lien being filed on that Owner's Lot; (iii) a date not less than 15 days from the date the notice is mailed to the Owner, by which such default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the balance of the installments of the Assessment for the then-current fiscal year, as may be applicable, and sale of the Lot pursuant to foreclosure of the lien securing the unpaid Assessment. The notice shall further inform the Owner of such Owner's right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of the General Assessment or a Special Assessment and any charges thereon, or a Specific Assessment, are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the applicable Assessment to be immediately due and payable without further demand and may enforce the collection of the full Assessment, as applicable, and all charges thereon in any manner authorized by law and this Declaration.

Any Assessment not paid within 30 days after its due date shall bear interest at the rate of 18% per annum or the maximum rate allowed by law not constituting usury, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay any unpaid Assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for Assessments herein on account of non-use of the Common Areas or abandonment of the Home or Lot, regardless of occupancy. A suit to recover a money judgment for unpaid Assessments may be maintained while or without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

6.12 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Owner. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Owner for such deficiency. The Association shall be entitled to the appointment of a receiver to collect rent during the pendency of a foreclosure action.

6.13 Notice of Claim of Lien. No action shall be brought to enforce any Assessment lien herein, unless at least 30 days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, and copy thereof has been recorded by the Association in the public records of the County. Said Notice of Claim of Lien must recite a good and sufficient legal description of any such Lot, the record owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment pursuant to Section 6.11 hereof, plus reasonable attorneys' fees, late charges and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association or its agent. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association.

6.14 Curing of Default. Upon the timely cure of any default for which a Notice of Claim of Lien was filed by the Association, the Association shall record an appropriate Release of Lien, upon payment by the defaulting owner for a fee, to be determined by the Association, but not to exceed \$150.00, exclusive of attorneys' fees and

costs. A certificate executed and acknowledged by the Board or its agent stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed \$50.00.

6.15 Subordination of Lien. Except where a notice of lien has been filed in the public records of the County prior to the recording of a First Mortgage, the lien for the Assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Lot does not affect the Assessment lien. The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority, to the extent payment is made to the Association by the subrogee.

6.16 Cumulative Remedies. The lien and the right to foreclose and sell pursuant to this Article shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments as above provided.

6.17 Homesteads. By acceptance of a deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.18 Estimated Operating Budget. The Board shall, from time to time, but at least annually, fix and determine an estimated operating budget representing the sum or sums necessary and adequate for the continued operation of the Association, and shall send a copy of the budget and any supplement to the budget to each Owner or a written notice that a copy of the budget is available without charge to the Owner upon request. The Board shall determine the total amount required, including the operational items such as insurance, repairs, replacements, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior budgets subsequent to expiration of the Guarantee Period and capital improvements and reserves approved by the Board or required by law. If no budget is approved for the next fiscal year, the existing budget shall continue until a new budget is approved.

6.19 Contribution Agreement with the Community Association. Each Owner, by virtue of taking title to a Lot subject to this Declaration, and the Association hereby agree and state that the Association shall be permitted and authorized to enter into one or more agreements with the Community Association with regard to maintenance of the Common Areas and payments for the costs thereof. Such agreement(s) shall provide that the Community Association shall contribute monies to the Association to defray the costs for maintenance and operation of the Common Areas. Such contribution shall be made as a result of certain Owners of Lots in the Neighborhood not being subject to the terms of this Declaration. The monies paid by the Community Association pursuant to this paragraph shall be derived from the Community Association annual assessment payments made by the Owners of such Lots. In no event shall the Community Association be obligated to pay to the Association monies which would be attributable to such Owners but which have not been collected through the Community Association annual assessments.

ARTICLE VII ARCHITECTURAL CONTROL AND MAINTENANCE STANDARDS COMMITTEE

7.1 Establishment of Committee and Acceptance by the Association. The Association, by virtue of its execution of this Declaration, acknowledges the necessity of maintaining the physical appearance and image of the Neighborhood as a quality residential development, and additionally that the success of Declarant in developing and selling the remaining portions of the Tampa Palms North Development is closely related to the physical appearance and image of this Neighborhood and other communities within the Development.

Accordingly, there is hereby established a committee known as the Architectural Control and Maintenance Standards Committee ("Committee"). The Committee shall be empowered to adopt and promulgate from time to time minimum standards for architectural control and maintenance of the physical appearance of the Neighborhood.

As of the effective date hereof, the Community Declaration establishes for the entire Tampa Palms North Development a New Construction Committee ("NRC") and a Residential Modifications Committee ("RMC"), which

collectively enforce architectural standards over the entire Tampa Palms North Development pursuant to the Community Declaration. Prior to undertaking development activities or modifications to a Home or upon a Lot, in addition to obtaining approval from the Committee, the Owner must obtain prior written approval from the NRC or the RMC, as the case may be. It is Declarant's present intention to combine the NRC and the RMC into a new committee to be called the Tampa Palms North Architectural Design and Modifications Committee ("ADMC"), and in the event the ADMC is so formed by the Declarant or the Association, the NRC and the RMC shall cease to exist and any and all references herein to the NRC and/or the RMC shall be deemed to then relate and refer to the ADMC without any requirement for amendment to this Declaration.

7.2 Members of Committee. The Committee shall consist of 3 individuals. Each member of the Committee shall be appointed by Declarant and shall hold office until such time as such member has resigned or has been removed and Declarant has appointed a successor. The membership may include building and landscape architects, contractors, subcontractors and other persons that Declarant may deem sufficiently qualified to render an opinion as to architectural control and minimum standards of maintenance. Members of the Committee need not be Members of the Association. Upon such time as Declarant no longer owns any Lots in the Neighborhood, the appointment of the members of the Committee shall cede to the Board.

7.3 Review of Proposed Construction. With respect to the Neighborhood Lands, no Home, building, exterior wall, fence or other exterior structure, or entry sign shall be commenced, erected or maintained, nor shall any exterior painted surfaces be repainted, nor shall any exterior addition or change or alteration be made to the exterior of any Home, building, nor shall there be any material modification of the landscaping until the plans and specifications showing the nature, kind, shape, height, colors, dimensions, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and color and location in relation to surrounding structures and topography, by the Committee. The Committee shall approve proposals or plans and specifications only if submitted for its approval by the Association and only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Neighborhood and the entire Tampa Palms North Development, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the proposed construction complies with Committee guidelines. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitations, floor plans, site plans, drainage plans, elevations drawings and descriptions or samples of exterior materials and colors. The Committee may postpone review of any plans submitted for approval until all required materials have been submitted. Notwithstanding any provision of this Article, approval of the Committee shall not be required with respect to constructions performed or caused to be performed by Declarant. In the event construction of the improvements proceeds without submitting plans to the Committee or plans are submitted to the Committee by the Association or if construction proceeds without the approval of the Committee or deviates from the issued approval, the Committee shall have the right but not the duty to take such action as is set forth in Section 7.6 hereof and any other remedies as may be prescribed by law.

7.4 Maintenance and Repair Obligations. In the event that any improvements to the Neighborhood Lands fall into disrepair or are not maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Committee has the right, but not the duty to take such action as is set forth in Section 7.6 hereof and any other remedies prescribed by law. The obligations to maintain shall include but not be limited to exterior paint on any building, landscaping, paving, trash removal, repair of exterior building surfaces and vending machine maintenance.

7.5 Inspections. The Committee shall have the right to inspect from time to time the Neighborhood Lands in order to determine whether the maintenance of same meet the minimum standards and any improvements constructed thereon meet the architectural standards and conform to the approvals issued by the Committee.

7.6 Remedies in the Event of Non-Compliance. If the Committee shall find that any portion of the Neighborhood Lands are not being maintained in accordance with the minimum standards, or improvements to the Neighborhood Lands are not in compliance with the architectural standards of the Committee, the Committee shall issue a report to Declarant particularizing the deficiencies, and Declarant shall thereafter submit the report to the Board of the Association. Within 30 days of receipt of the report, the Association shall, if pertaining to Common Areas, commence with the repair, maintenance, or restoration specified in the report and diligently pursue

completion of same in an expeditious manner. The cost of all work on the Common Areas shall be the responsibility of the Association and shall be as a Common Expense. If the deficiencies are in a particular Home or Lot, the Association shall notify the Owner of the deficiencies and the Owner shall commence with the repair, maintenance or restoration within 30 days of said notice and diligently pursue completion of same in an expeditious manner. The Association and each Owner does hereby authorize and vest in Declarant the following power should the Association or Owner, whichever is applicable, fail or refuse to commence and complete the maintenance work required by the report of the Committee:

7.6.1 Declarant may let out for bid the work required by the report of the Committee, negotiate and accept bids and authorize contractors or subcontractors to enter upon the Neighborhood Lands, and the recreational facilities for the purpose of performing the specified work, in which case Declarant shall be acting as the agent for the Association or the Owner, whichever is applicable, and the entrance upon the Neighborhood Lands and recreational facilities of those performing the work shall be a lawful entry and shall not be deemed a trespass. Declarant shall have the right to pay the contractors or subcontractors performing the work and the Declarant is authorized in its own name to record a lien against the property of the Association or the Owner, as may be applicable, in the public records of the County, in the amount of the costs of said work that Declarant has expended, which lien shall be deemed a lien against the Common Areas or the Lot for which the work was performed and which shall remain in effect until such time as it is satisfied of record by the payment to Declarant of the monies expended by it together with interest at the rate of 18% per annum from the date of the expenditure. The recordation of the lien is hereby deemed to constitute constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien rights of Declarant. The Association and each Owner give and grant unto Declarant the power to foreclose its lien in the event that it remains unpaid and agrees that the procedures to be utilized in said foreclosure proceeding shall be those set forth in the statutes of the State of Florida relating to the foreclosure of a mechanic's lien and any and all defenses or rights to contest are hereby waived.

7.6.2 Alternatively, upon receiving the bids of contractors and subcontractors for the work required to be done by the report of the Committee, Declarant may elect not to cause said work to be done, and notwithstanding that, to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to Declarant, Declarant shall then cause the work to be performed and to pay the contractors and subcontractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and subcontractors, Declarant shall render to the Association or the Owner, whichever is applicable, a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and shall be forecloseable in the same manner as that set forth in Section 7.6.1 hereof, and such lien shall be released upon payment of the indebtedness.

The report of the Committee shall be conclusive as to the nature of the work required to be done and the bids accepted by Declarant shall be conclusive as to price.

Following such time as Declarant no longer owns any Lots in the Neighborhood, all rights and powers of Declarant as contained in this Article shall automatically vest in the Association.

7.7 Amendment of Architectural Provisions. No amendment to the provisions of this Section 7 or to any other provision of this Declaration pertaining to architectural standards and approvals shall be deemed effective without the prior written consent of Declarant (for so long as Declarant owns any property in the Tampa Palms North development) and the Community Association, which approval(s) shall be required to be recorded in the public records of the County in conjunction with the recordings of the amendment instrument.

ARTICLE VIII MAINTENANCE AND REPAIR OBLIGATIONS

The Association shall maintain, or provide for the maintenance of all of the Common Areas (including, without limitation, paving, entry features, gates and related equipment, walls, signage, lighting, landscaping and ponds and mitigation areas (to the extent applicable)) and, at its option, may maintain or provide for the maintenance of other property as elsewhere provided for herein.

ARTICLE IX COMMUNITY DECLARATION

The Declaration shall be subject to and subordinate to the Community Declaration and the terms and conditions thereof, and the Association shall act in accordance with any restrictions imposed thereon by the

Community Declaration. In the event of any conflict between the terms of the Community Declaration and the terms of this Declaration, the terms of the Community Declaration shall control.

CERTIFIED COPY
ARTICLE X INSURANCE

10.1 Common Areas. The Board shall maintain public liability insurance, to the extent reasonably obtainable, covering the Association against liability for any negligent act of commission or omission which occurs on or in the Common Areas. To the extent reasonably obtainable, the Board shall also be required to obtain fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Areas, in an amount equal to their full replacement values. The Board may obtain worker's compensation insurance, but shall obtain such insurance if and to the extent required by law. In addition, the Board shall have the right to obtain directors' and officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage as obtained by the Board shall be paid for by the Association and shall constitute Common Expenses.

10.2 Lots and Homes.

10.2.1 Each Owner shall be required to obtain and maintain adequate insurance on such Owner's Lot and Home, which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, flood, if in a flood zone, or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall contain a clause which provides 30 days prior written notice to the Board before the policy can be canceled. Each Owner shall be required to supply to the Board, if requested by the Board, evidence of insurance coverage on such Owner's Lot which complies with the provisions of this Section.

In the event of damage or destruction by fire or other casualty to any Home or Lot covered by adequate insurance written in the name of the individual Owner thereof, then such Owner shall, with the concurrence of the Owner's Mortgagee, if any, within 30 days of the receipt of the insurance proceeds, contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Home in a good and workmanlike manner in conformance with the original plans and specifications. If such Owner refuses or fails, for any reason, to so repair or rebuild as provided, then the Association, by and through its Board, is hereby irrevocably authorized by such Owner to repair and rebuild such damaged or destroyed portions of the Home in a good and workmanlike manner in conformance with the original plans and specifications thereof. The Board shall levy a Specific Assessment against the Lot in whatever amount sufficient to adequately pay for such repair or rebuilding.

10.2.2 Should the Association obtain the insurance coverage on a Home or Lot pursuant to Section 10.2.1 hereof, then the Association may charge and the applicable Owner shall be responsible for, as a Specific Assessment against the Lot, an administration fee of \$100.00.

10.2.3 Notwithstanding anything to the contrary in Section 10.2.1 hereof, the Association and its directors and officers shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on any Home or Lot.

ARTICLE XI MORTGAGEE PROTECTION

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

11.1 Each first mortgagee of a Mortgage encumbering any Lot, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles or the By-Laws, which default is not cured within 30 days after the Association learns of such default.

11.2 Each first mortgagee of a Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such Lot free and clear of any claims of unpaid assessments or charges against such Lot which accrued prior to the acquisition of title to such Lot by the Mortgagee.

11.3 First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

ARTICLE XII USE RESTRICTIONS

12.1 Business Use of Homes and Lots. No garage sale, moving sale, rummage sale or similar activity shall be permitted without the prior written approval of the Board. No trade or business may be conducted in or from any Home, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (a) the existence of operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all applicable zoning requirements imposed by applicable governmental agencies for the Tampa Palms North Development and specifically the Home and the Lot; (c) the business activity does not involve persons coming into the Tampa Palms North Development and onto the Properties who do not reside in the Tampa Palms North Development or the Properties or door-to-door solicitation of residents in the Tampa Palms North Development; and (d) the business activity is consistent with the residential character of the Tampa Palms North Development and the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Tampa Palms North Development and the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade" as used in this paragraph shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis other than the provider's family members and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is intended to or does generate a profit; (ii) such activity is part-time or full-time; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by Declarant or its agents with respect to its development and sale of the Properties or its use of the Homes and Lots which Declarant owns, including the operation of any leasing or similar program.

12.2 Prohibition Against Conversion of Garages. Notwithstanding anything contained herein to the contrary, no garages shall be enclosed or converted into a living area and must at all times be used as a garage for car storage purposes.

12.3 Outside Storage of Personal Property. The personal property of any resident of the Neighborhood shall be kept inside the resident's Home or a fenced or a walled-in yard of a Lot. Patio furniture designed for outdoor usage shall be permitted to be maintained on the exterior portions of a Lot.

12.4 Portable Buildings or Structures. No portable, storage, temporary or accessory buildings or structures shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Association; provided, however, that portable tents erected on a Lot from time to time for usage by children shall be permitted without requirement for prior Association approval.

12.5 Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed by 9:00 p.m. on the collection day. All garbage, trash, refuse or rubbish must be placed in trash containers or bags. All containers, dumpsters or garbage facilities shall be stored inside a Home and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

12.6 Parking. The parking facilities shall be used in accordance with the regulations adopted by the Community Association. Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalks. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve hours, except in the garage of a Home. No repair, except emergency repair (i.e., fixing a flat tire or "jump-starting" a battery, but not involving the changing of fluids or mechanical or body repairs), of vehicles shall be made within the Properties, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Community except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include recreational vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" or non-commercial vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for personal transportation or governmental vehicles such as police cars. Limousines shall be considered commercial vehicles and therefore prohibited.

12.7 Pets. An Occupant (for purposes hereof deemed to mean that there may only be one Occupant of a Home, regardless of the number of joint owners or residents) may maintain no more than 2 dogs or cats, in the aggregate, provided same are not kept, bred or maintained for any commercial purpose, do not become a nuisance or annoyance to any neighbor and are first registered with the Association. Birds and fish shall be permitted only to the extent same remain at all times within the boundaries of the Home and do not constitute an annoyance or nuisance to any other Owner. No reptile, rodent or other wildlife shall be kept in or on the Residential Property (including Homes). The owner of the pet must pick-up all solid waste of their pet as are deposited on the Common Property and dispose of such wastes appropriately. All dogs and cats must be kept on a leash no more than 6 feet in length held by a person at all times when outside the Home and shall be walked only within areas, if any, designated for such purpose by the Association. The owner of a pet shall indemnify the Association and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such owner's having any pet upon the Residential Property. If any pet owner fails to clean up after the pet, the Association shall perform such service or cause such service to be performed and charge the offending pet owner for the costs associated therewith (in addition to any other remedies provided herein).

Any complaints filed by residents of damage caused by a pet shall be submitted in writing to the Board, which shall determine the amount of the damage and notify the person who owns the pet in writing to make the necessary repair, replacement or removal (as the case may be). If such person fails to properly act within 15 days from the date of such notice, or fails to otherwise reach an agreement in writing with the Board as to the payment for such damage or remedying any other violation within 15 days from the date of such notice, such person shall be required to permanently remove the pet from the Residential Property. Payment for damages pursuant to this section shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to maintain independently.

Any pet complaint filed with the Association, whether or not such complaint involves damage as described in the above paragraph, shall be verified by a member of the Board. Each verified pet complaint shall constitute an infraction for purposes of this section. The Board shall take action with regard to such infractions as follows:

12.7.1 If the complaint is the first infraction, the Board shall notify the pet owner of the infraction in writing and formally request that no such infraction again occur.

12.7.2 If the complaint is the second infraction, the Board shall notify the pet owner and warn such owner that the next infraction will cause a penalty fine to be assessed.

12.7.3 If the complaint is the third infraction, the Board shall notify the pet owner of the continuing violation and refer the matter to a committee of 3 Owners, none of whom shall be presently serving on the Board or be related to a director or the offending pet owner. Such committee shall, within 7 days following issuance of the notice of third infraction to the offending pet owner, determine whether a fine should be levied for such continuing infraction and provide a recommendation thereon to the Board. The amount of any fine shall not exceed \$1,000.00 or the maximum amount allowed under Florida law. If a fine is recommended and approved by such committee, the Board shall issue a written notice to the offending pet owner advising of the levying of the fine. However, such fine shall not become due and owing until such pet owner has received such written notice and has been given the opportunity to request a hearing before the committee of Owners described in this section at a time and date which shall not be more than 30 days after the date of such notice. In the event the offending pet owner elects not to seek such a hearing, the recommendation of a fine made by the committee shall become binding upon the Association and the pet owner. If such a hearing is held, the decision of the committee as to whether to rescind, modify or ratify the proposed fine shall be binding upon the Association and the pet owner. All decisions made by such committee shall be made by majority vote.

12.7.4 If the complaint is the fourth infraction, the Board shall notify the pet owner and demand that the pet be removed from the Residential Property within 30 days from notice. Prior to taking the action contemplated in this section, such pet owner shall have the same opportunity for notice and a hearing as provided in Section 12.7.3 above.

Notwithstanding the foregoing, the Board may order the removal of a pet immediately subsequent to any injury to a person or any injury or damage to property in excess of \$100.00 caused by such pet.

12.8 Energy Devices. A Homeowner shall be entitled to construct, maintain and operate solar collection devices ("Solar Collectors") and/or energy devices based upon renewable resources (collectively, a

Solar Collector and any other energy device based upon renewable resource shall be referred to as an "Energy Device"), on such Owner's Lot; provided, however, that the Owner must obtain the written approval of Declarant (until such time as Declarant has conveyed all Lots in the Community to third-parties) or the Committee (following conveyance by Declarant of all Lots in the Community to third-parties), as the case may be, prior to placing, installing or constructing an Energy Device on such Lot. Until such time as Declarant has conveyed all Lots in the Community to third parties, Declarant shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this section. Following conveyance by Declarant of all Lots in the Community to third parties, the Committee shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this section. All rules and regulations promulgated in accordance with this section shall be collectively referred to as the "Energy Device Rules and Regulations."

An approval for an Energy Device shall be issued by Declarant or the Committee, as the case may be, only in accordance with the Energy Device Rules and Regulations. With regard to Solar Collectors, Declarant or the Committee, as the case may be, may determine the specific location where a Solar Collector may be installed on the roof of a Home within an orientation to the south or within 45° east or west of due south, provided that such determination does not impair the effective operation of the Solar Collector. Whenever and wherever possible, a Solar Collector shall be installed on the rear portion of a roof on a Home so as to minimize the visual impact of the Solar Collector from the roadways adjacent to the subject Lot. Similarly, all Energy Devices other than Solar Collectors shall be installed in a manner so as to minimize the impact on other Lots in the Community. "Minimal visual impact" as used in this section shall mean that the visual impact of an Energy Device on a Lot shall be minimized by reasonable measures as set forth in the Energy Device Rules and Regulations. Considerations of optimal placement of an Energy Device shall yield to aesthetic considerations and the goal of minimal visual impact. Additional criteria for determining whether or not an Energy Device has a "minimal visual impact" also may be prescribed in the Energy Device Rules and Regulations.

12.9 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

12.10 Clotheslines and Outside Clothes Drying. No clothesline or clothes pole shall be erected, and no outside clothes drying is permitted, except where such activity is advised, permitted or mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed in this regard, which approval must be in writing and which shall be conditioned upon removal of the clothesline when not in use.

12.11 Nuisances. No nuisance shall be permitted within the Neighborhood, and no use or practice which is an unreasonable source of annoyance to any resident within the Neighborhood or which shall interfere with the peaceful possession and proper use of the Neighborhood by any other person shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners.

12.12 Satellite Dishes and Antennae. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the Board.

Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of a Lot except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of, and safety restrictions pertaining to, the installation of such television signal reception equipment. Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Areas, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for security or maintenance purposes.

Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive television signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal, such as, but not necessarily limited to, "ham" radio operations, shall be permitted).

12.13 Signs. No signs shall be placed in or upon any Home or Lot that are visible from the exterior of the Home, unless prior approval is received from the Committee.

12.14 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

12.15 Wells and Septic Tanks. No individual well shall be permitted on any Lot within this Neighborhood, and no individual septic tank will be permitted on any Lot within this Neighborhood. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said Neighborhood in accordance with the standard requirements as provided for by the State of Florida and the charge for said services, as set forth in the rate schedule in the third party beneficiary agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

12.16 Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil well, tank, tunnel, mineral excavation or shaft be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.17 Visibility for Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by local governmental entities having jurisdiction over the Neighborhood.

12.18 Barbecue Grills and Smokers. Barbecue grills and smokers may be located or permitted upon the back patio or yard of a Lot and upon such portions of the Common Area as are, from time to time, designated by the Association; provided, however, that use and storage of barbecue grills and smokers shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

12.19 Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, tree or shrubbery shall be removed from the Neighborhood, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental or potentially detrimental to person or property; provided, however, that Owners may place additional plants, shrubs or trees upon their respective Lots subject to approval by the Board or the Committee if appointed.

12.20 Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Neighborhood.

12.21 Casualties. In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

12.22 Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Common Area or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board or its appointed Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Home or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board or the Committee if appointed, and the Owner of such Home.

12.23 Rules and Regulations. The Association may adopt additional reasonable rules and regulations relating to the use and maintenance of the Neighborhood, and rules and regulations relating to the recreational facilities within the Neighborhood may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the Association to an Owner upon request.

12.24 Exceptions, Additional Declarant Rights. The use and maintenance restrictions contained in this Section shall not apply to Declarant, or to any portion of the Neighborhood while owned by Declarant, and shall not be applied in any manner which would prohibit or restrict the development of any portion of the Neighborhood and the construction of any Homes and other improvements thereon, or any activity associated with the sale of any new Homes by Declarant. Specifically, and without limitation, Declarant shall have the right to: (i) construct any buildings or improvements within the Neighborhood, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on the Neighborhood; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Neighborhood Lands for sales, construction, storage or other purposes; (iv) temporarily deposit, dump, accumulate materials, trash, refuse and rubbish in connection with the development or construction of the Neighborhood; and (v) post, display, inscribe or affix to the exterior of a Home or upon the Neighborhood, signs and other materials used in developing, constructing, selling or promoting the Neighborhood.

12.25 Leases. No portion of a Home (other than an entire Home) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon material default by the tenant in observing any of the provisions of this Declaration, the Articles, the By-Laws, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Neighborhood or administered by the Association. Leasing of Homes shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Home on any ground the Association elects, including any debt to the Association. No lease shall be approved for a term of less than 90 days. Only 2 leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. This Section shall remain in force and effect for a period of 5 years from the date Owners other than Declarant elect a majority of the members of the Board. Thereafter, this Section shall remain in effect until Owners owning not less than 80% percent of the total voting interests in the Association vote to change this Section in whole or in part. As a condition to the approval by the Association of a proposed lease of a Home, the Association has the authority to require that a security deposit from the tenant in an amount not to exceed the equivalent of one month's rent be deposited into an escrow account maintained by the Association in the name of the tenant. The security deposit shall protect against damages to the Common Areas or Association Property. Within 15 days after the tenant vacates the Home the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this Section shall be handled in the same fashion as disputes concerning security deposits under Section 83.49, Florida Statutes. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury to persons or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 12.26 hereof.

12.26 Occupancy. Each Home shall be used as a residence only, except as otherwise herein expressly provided. A Home owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Home (as described below), as the case may be.

Occupants of an approved leased or subleased Home must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, or (iii) a fiduciary or beneficiary of a fiduciary lessee or sublessee.

Under no circumstances may more than one family reside in a Home at one time. A "family" shall be deemed to include spouses, parents, parents-in-law, brothers and sisters, and other persons related by blood, adoption or marriage. If persons occupying a Home are not all related by blood, adoption or marriage, then occupancy shall be limited to a maximum of two (2) persons and their respective children. The provisions of this Section shall not be applicable to Homes used by Declarant for model apartments, sales offices, other offices or management services.

12.27 Holiday Lighting and Decorations. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot commencing on Thanksgiving and shall be removed not later than January 15th of the following year. No holiday lighting, decorations or displays may be erected on a Lot which result in increased traffic in the Neighborhood or disturb the peaceful enjoyment of any neighbor and the use of their Lot.

12.28 Noise: Speakers. No noise shall be permitted in the Neighborhood or upon a Lot which constitutes a nuisance. No speakers for audio transmission (save and except for stereo speakers installed in connection with rear yard improvements and intercom systems) shall be permitted on a Lot without the prior written approval of the Committee, and the use of any speakers shall not be permitted in such a manner as to constitute a nuisance.

ARTICLE XIII GENERAL PROVISIONS

13.1 Enforcement. This Declaration, the Articles and the By-Laws may be enforced as follows:

13.1.1 Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, Declarant, the Association or the respective successors-in-interest of the foregoing. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs.

13.1.2 The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.

13.1.3 The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

13.1.4 The failure to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce thereafter.

13.1.5 A breach of the covenants, conditions and restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

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

13.3 Term. The covenants and restrictions of this Declaration shall run with and bind the Neighborhood Lands covered thereby, and shall inure to the benefit of and be enforceable by the Association, Declarant and the Owners of the Lots subject to this Declaration, their respective legal representatives, successors, heirs and assigns, for a term of 40 years from the date this Declaration is recorded in the public records of the County, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument, approved by the then Owners of a majority of the Lots, has been recorded in the public records of the County, agreeing to change said covenants and restrictions in whole or in part.

13.4 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of community recreational facilities and other commonly used facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

13.5 Amendments. Declarant shall have the right, at any time until the termination of the Class B membership to amend this Declaration as it, in its sole discretion, deems appropriate. After the Class B membership has been terminated, except as provided to the contrary herein or as otherwise consented to by Declarant, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) 75% of the Board; and (ii) the Owners who are entitled to cast 75% of all voting interests in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the termination of the class B membership, Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the termination of the class membership, shall

affect the rights of Declarant without the prior written consent of Declarant, which may be withheld at its sole discretion, or that alter the subordination provisions of this Declaration, without prior approval of any mortgagee enjoying the benefit of such provisions.

Notwithstanding anything contained herein to the contrary, (a) any amendment to this Declaration which would affect the surface water management system, including any mitigation areas, must have the prior written approval of the Southwest Florida Water Management District in order to be effective, (b) if the prior written approval of any other governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such other entity or agency must also be obtained, and (c) any amendment to this Declaration shall require the prior written consent of the Community Association and Declarant for so long as Declarant owns any property in the Tampa Palms North Development in order to be effective.

13.6 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any use. However, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency or authority for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument in writing executed by not less than Members owning 2/3 of the Members subject to assessment and by Declarant (provided that at said time Declarant still owns any portion of the Neighborhood Lands).

13.7 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Home or other portion of the real property in the Neighborhood does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which said person acquired an interest in such property.

13.8 Additions to Common Areas. Until Declarant shall have completed development, promotion and sale of all Homes to be located in the Neighborhood, Declarant (or anyone claiming by, through or under Declarant) shall have the right in its sole discretion to add additional facilities or improvements to the Common Areas. Declarant shall be the sole judge as to the size, contents, designs, style, plans and specifications on all of such additional facilities or improvements and the equipment and personalty contained therein, and Declarant shall also have the right, in its sole discretion, to add additional lands and improvements and shall, upon designation by Declarant, be deemed part of the Common Areas and subject to all of the terms and provisions of this Declaration and, except as otherwise set forth herein, the Members shall be obligated to pay their proportionate share of all taxes, assessments, insurance, utilities, maintenance, management, and other expenses of operation of such additions as if they were a portion of the original Common Areas. In the event Declarant decides to construct such additional improvements, Declarant shall also have the right to record such instruments in the public records of the County, as are necessary for the construction, provided that title is delivered in accordance with the provisions of this Declaration.

13.9 Use of Common Areas. Until Declarant shall have completed development, promotion and sale of all housing units to be located at the Neighborhood, Declarant (or anyone claiming by, through or under Declarant) shall have the following rights with regard to the Common Areas (without cost or charge):

13.9.1 the right to use and occupy on a non-exclusive basis any portion of the Common Areas for sales, promotional or administrative purposes;

13.9.2 the right to use, occupy and demonstrate, on a non-exclusive basis, all of the Common Areas for the purpose of promotion and aiding in the sale or rental of the residential units on or to be constructed at the Neighborhood.

13.10 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 72 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given in writing by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

13.11 Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event said refund is received by the Association.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS NOT A

OR BK 10047 PG 1231

IN WITNESS WHEREOF, Lennar Homes, Inc., a Florida corporation, has caused these presents to be duly executed and its corporate seal affixed this 21st day of January, 2000.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Name: Erin L. Cissel
Print Name: ERIN L. CISSEL

By: Robert Ahrens
Robert Ahrens, Vice President

Name: Kimberly K. Dugette
Print Name: KIMBERLY K. DUGETTE

(SEAL)

STATE OF FLORIDA
COUNTY OF Hillsborough

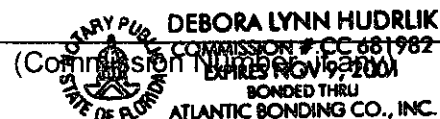
The foregoing instrument was acknowledged before me this 21st day of January, 2000, by Robert Ahrens, as Vice President of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation, as Declarant hereunder. He either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Debora Lynn Hudrlik
(Signature)
Name: DEBORA LYNN HUDRLIK
(Legibly Printed)
Notary Public, State of Florida



JOINDER AND CONSENT

HANNAH-BARTOLETTA CONSTRUCTION, INC. ("HBC") hereby agrees to the terms and provisions of the Declaration of Covenants, Restrictions and Easements for Whitehall Neighborhood ("Declaration") to which this instrument is attached. Further, HBC hereby agrees that any portions of the Neighborhood Lands (as defined in the Declaration) owned by HBC as of the effective date hereof shall be and are subject to the terms and provisions of the Declaration from the effective date of the Declaration forward.

IN WITNESS WHEREOF, HBC has caused these presents to be executed and its corporate seal affixed this 21 day of January, 2000.

WITNESSES:

Name: Erin L. Cissel
Print Name: ERIN L. CISSEL

Name: Tiffany L. Carr
Print Name: TIFFANY L. CARR

HANNAH-BARTOLETTA
CONSTRUCTION, INC.,
a Florida corporation

By: [Signature]
Name: CHARLES A. HANNAH
Title: VICE PRESIDENT
HANNAH-BARTOLETTA CONSTRUCTION, INC.

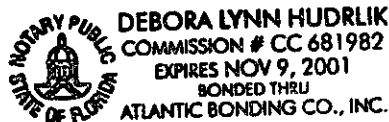


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of January, 2000, by Charles Hannah, as Vice President of HANNAH-BARTOLETTA CONSTRUCTION, INC., a Florida corporation, on behalf of the corporation. He/She either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Debora Lynn Hudrik
(Signature)

Name: DEBORA LYNN HUDRIK
(Legibly Printed)

Notary Public, State of Florida



THIS IS NOT A
OR BK 10047 PG 1233
CERTIFIED COPY
JOINDER AND CONSENT

WHITEHALL NEIGHBORHOOD ASSOCIATION, INC. hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration of Covenants, Restrictions and Easements for Whitehall Neighborhood to which this instrument is attached.

IN WITNESS WHEREOF, the above-named Association has caused these presents to be executed and its corporate seal affixed this 24th day of January, 2000.

WITNESSES:

**WHITEHALL NEIGHBORHOOD
ASSOCIATION, INC., a Florida
not-for-profit corporation**

Name: Erin L. Cissel
Print Name: ERIN L. CISSEL

By: Richard D. Leatham
Name: Richard D. Leatham
Title: President

Name: Kimberly K. Sausette
Print Name: Kimberly K. Sausette

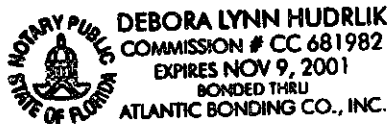
(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of January, 2000, by Richard Leatham, as President of WHITEHALL NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Debora Lynn Hudrik
(Signature)

Name: DEBORA LYNN HUDRIK
(Legibly Printed)

Notary Public, State of Florida



THIS IS NOT A **OR BK 10047 PG 1234**
Exhibit A
Legal Description of the Neighborhood Lands
CERTIFIED COPY

TAMPA PALMS AREA 4, PARCEL 15, as per map or plat thereof recorded in Plat Book 85, Page 73, public records of Hillsborough County, Florida.

THIS IS NOT A **OR BK 10047 PG 1235**
CERTIFIED COPY

Exhibit B

Articles of Incorporation of Whitehall Neighborhood Association, Inc.

THIS IS NOT A
CERTIFIED COPY

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WHITEHALL NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on January 7, 2000, as shown by the records of this office.

The document number of this corporation is N00000000155.

OR BK 10047 PG 1236

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of January, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

THIS IS NOT A
OR BK 10047 PG 1237
ARTICLES OF INCORPORATION
OF
WHITEHALL NEIGHBORHOOD ASSOCIATION, INC.
CERTIFIED COPY

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following articles of incorporation.

ARTICLE I: NAME

The name of the corporation is Whitehall Neighborhood Association, Inc. For convenience, the corporation shall be referred to in this instrument as "Association", these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE II: PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association shall be located at 1110 Douglas Avenue, Suite 2040, Altamonte Springs, Florida 32714.

ARTICLE III: REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association shall be at 700 N.W. 107th Avenue, Miami, Florida 33172, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be David B. McCain.

ARTICLE IV: PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, directors, or officers, and the specific purposes for which it is formed are to provide for the ownership, operation, maintenance, and preservation of the common driveways, parking areas (if applicable), green areas, the surface water management system for the Whitehall Neighborhood, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances and the like (if any), and other common areas in the area to be known as the Whitehall Neighborhood in the Tampa Palms North Development (the "Project") located in the City of Tampa, Hillsborough County, Florida, more particularly described in the Declaration referred to below hereinafter referred to as the "Common Areas", and to promote the health, safety, and welfare of the Owners, which constitute the membership of the Association's members and to:

4.1 Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Restrictions and Easements for Whitehall Neighborhood (the "Declaration"), as amended from time to time, and recorded or to be recorded in the public records of Hillsborough County, Florida; said Declaration incorporated herein as if set forth at length;

4.2 Fix, levy, collect, and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

4.3 Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

4.4 Borrow money, and with the assent of 2/3 of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

4.5 Dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by 2/3 of each class of Members, agreeing to such dedication, sale or transfer;

4.6 Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger or consolidation shall have the assent of 2/3 of each class of Members;

4.7 To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the Common Areas and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and the execution of contracts on behalf of the Association;

4.8 To collect on behalf of the Community Association all assessments due the Community Association, which may include all of the charges due to the owner of the recreational facilities from the Members.

4.9 To sue and to be sued.

4.10 Have and to exercise any and all powers, rights, and privileges which a corporation organized under the corporation not for profit law of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Membership. Every person or entity who is an Owner of a Lot (as defined below) and the Declarant shall be a Member of the Association. Notwithstanding the foregoing, any such person or entity that merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Member.

5.2 Voting Rights. Voting shall be in accordance with Section 4.2 of the Declaration.

5.3 Multiple Ownership. When more than one person or entity shall at any time be the Owner of a Lot subject to a membership interest, the vote attributed to such Lot shall be exercised as such Owners mutually determine and such Members cannot split or divide their Lot's vote on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners casts a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted, but rather, all such votes shall be deemed void.

5.4 Membership. Membership shall be appurtenant to and inseparable from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

ARTICLE VI: INCORPORATOR

The name and address of the incorporator of these Articles is Robert S. Freedman, Carlton Fields, One Harbour Place, Tampa, Florida 33602.

ARTICLE VII: BOARD OF DIRECTORS

7.1 The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

Richard Leatham 4902 Eisenhower Blvd., #100
Tampa, FL 33634

James Bartoletta 19001 Sunlake Boulevard
Lutz, FL 33549

Debora L. Hudrik 4902 Eisenhower Blvd., #100
Tampa, FL 33634

7.2 The affairs of the Association shall be managed by a Board of Directors composed of not less than 3 nor more than 5 persons. The first Board of Directors shall have 3 members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall always be an odd number.

At the first annual meeting following the cessation of the Class B membership, the Members shall elect 2 directors for a term of one year, 2)directors for a term of 2 years, and one director for a term of 3 years. The Candidate receiving the largest number of votes shall serve as director for 3 years; the two candidates receiving the second and third largest vote shall serve as directors for 2 years; and the 2 candidates receiving the fourth and fifth largest vote shall serve as directors for one year. At each annual meeting thereafter, the members shall elect the appropriate number of directors for a term of 3 years.

ARTICLE VIII: OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said Officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the Officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President: Richard Leatham
Lennar Homes, Inc.
4902 Eisenhower Blvd., #100
Tampa, FL 33634

Vice President: James Bartoletta
Hannah-Bartoletta Construction, Inc.
19001 Sunlake Boulevard
Lutz, FL 33549

Secretary/Treas. Debora L. Hudrik
Lennar Homes, Inc.
4902 Eisenhower Blvd., #100
Tampa, FL 33634

ARTICLE IX: DURATION

The Association shall have perpetual existence; provided, however, that in the event the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar not-for-profit corporation.

ARTICLE X: AMENDMENTS

10.1 Proposal. An amendment or amendments to these Articles may be proposed by the Board of Directors acting upon a vote of the majority of either the members or the Directors, whether at a meeting as members or Directors or by instrument in writing signed by either of them. Upon any amendment or amendments to these Articles being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association not later than 60 days from the receipt by him of the proposed amendment or amendments.

10.2 Notice. It shall be the duty of the Secretary to give each member written notice of such meeting, stating the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed or presented personally to each member not less than 14 days nor more than 30 days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereupon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

10.3 Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any Director or member of the Association, present in person or by proxy.

10.4 Approval. Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these Articles shall require the affirmative vote of not less than 75% of the total votes that may be cast by the membership of the Association. Voting Members of the Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Association prior to the commencement of the meeting.

10.5 Limitation. Provided, however, that no amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4, and 4.5 of Article IV, entitled "Purposes and Powers of the Association", without approval in writing by all members. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or an affiliate of Declarant, unless the Declarant shall join in the execution of the Amendment.

10.6 Compliance With Governmental Regulations. Notwithstanding the above, an amendment may be made upon the approval of all of the members of the Board of Directors without the consent of the Members of the Association to bring the Articles of Incorporation in compliance with any governmental regulations including, without limitation, those of the Department of Housing and Urban Development, Federal Housing Administration and Federal National Mortgage Association.

10.7 Recording. Such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles shall be recorded in the Public Records of Hillsborough County, Florida, within 30 days from the date on which the same is filed and returned from the office of the Secretary of State.

10.7 Approval by Governmental Entities. Notwithstanding anything contained herein to the contrary, (a) any amendment to these Articles which would affect the surface water management system, including any mitigation areas, must have the prior written approval of the Southwest Florida Water Management District in order to be effective, and (b) if the prior written approval of any other governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such other entity or agency must also be obtained.

ARTICLE XI: INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Approval. Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Directors, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

11.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XI.

11.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any of the By-Laws, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII: BY-LAWS

The first By-Laws of the Association will be adopted by the Directors named herein, and may be altered, amended, or rescinded in the manner provided by said By-Laws. Any By-Laws adopted by the

Board of Directors shall be consistent with these Articles.

ARTICLE XIII: TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

13.1 No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its Directors or officers are directors or officers having a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

13.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

December, 1999, IN WITNESS WHEREOF, the incorporator has affixed his signature this 9th day of _____

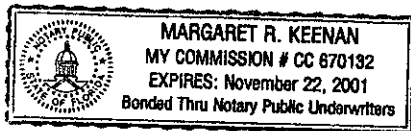
Robert S. Freedman
Robert S. Freedman

STATE OF FLORIDA
COUNTY OF DADE

December, 1999, The foregoing instrument was acknowledged before me this 9th day of _____ by Robert S. Freedman. He is personally known to me.

Margaret R. Keenan
Notary Public, State of Florida

My Commission Expires:



THIS IS NOT A

OR BK 10047 PG 1243

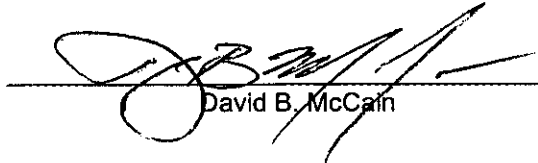
CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

That, Whitehall Neighborhood Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 1110 Douglas Avenue, Suite 2040, Altamonte Springs, Florida 32714, has named David B. McCain, whose office is located at 700 N.W. 107th Avenue, Miami, Florida 33172, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act, relative to keeping open said office.



David B. McCain

FILED
00 JAN -7 2:10:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS IS NOT A
CERTIFIED COPY

OR BK 10047 PG 1244

Exhibit C

By-Laws of Whitehall Neighborhood Association, Inc.

THIS IS NOT A **OR BK 10047 PG 1245**
BY-LAWS OF
WHITEHALL NEIGHBORHOOD ASSOCIATION, INC.
CERTIFIED COPY
ARTICLE I: NAME AND LOCATION

The name of the corporation is WHITEHALL NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1110 Douglas Avenue, Suite 2040, Altamonte Springs, Florida 32714, but meetings of members and directors may be held at such places within the State of Florida, County of Hillsborough, as may be designated by the Board.

ARTICLE II: DEFINITIONS

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as the "Declaration") are herein used as therein defined.

ARTICLE III: MEETING OF MEMBERS

3.1 Annual Meetings. The first annual meetings of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter on a day and time to be determined by the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that which is not a legal holiday. The first meeting of the Board of the Association shall be held immediately succeeding the annual meeting of members.

3.2 Special Meetings. Special meetings of the members may be called at any time by the Board, or upon written request of the members who are entitled to vote 1/4 of all of the votes of the membership, as defined in the Articles of Incorporation. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

3.3 Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast 30% of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

3.5 Adjournment. Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time or place as provided in Article VII. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

3.6 Proxies. At all meetings of members, the members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it.

3.7 Action Without a Meeting.

(a) Action that can be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members

entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to its principal place of business, the corporate secretary, or another officer or agent of the Association having custody of the book in which proceedings of meetings of members are recorded. Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by members having the requisite number of votes necessary to authorize the action within 60 days of the date of the earliest dated consent and is delivered in the manner required by this section.

(b) Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association at its principal office in this state or its principal place of business, or received by the corporate secretary or other officer or agent of the Association having custody of the book in which proceedings of meetings of members are recorded.

(c) Within 10 days after obtaining such authorization by written consent, notice must be given to those members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

(d) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

(e) If the action to which the members consent is such as would have required the filing of a certificate under any other section of this act if such action had been voted on by members at a meeting thereof, the certificate filed under such other section must state that written consent has been given in accordance with the provisions of this section.

(f) Whenever action is taken pursuant to this section, the written consent of the members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of members.

ARTICLE IV: VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B voting member shall be the Declarant (as defined in the Declaration). The Class "B" Voting Member shall be entitled to 3 votes for each vote to which the Class A Members are entitled to cast from time to time, provided that the Class B Membership shall cease and terminate in accordance with the provisions of Section 4.2.2 of the Declaration.

ARTICLE V: BOARD; SELECTION; TERM OF OFFICE

5.1 **Number.** The affairs of the Association shall be managed by the Board, which shall be composed of not less than 3 nor more than 5 persons. The number of directors on the Board shall always be an odd number. The first Board shall have 3 members, who need not be members of the Association.

5.2 **Term of Office.** At the first annual meeting following the cessation of the Class B membership, the Members shall elect 2 directors for a term of 1 year, 2 directors for a term of 2 years, and one director for a term of 3 years. The candidate receiving the largest number of votes shall serve as director for 3 years; the two candidates receiving the second and third largest vote shall serve as directors for 2 years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for

one year. At each annual meeting thereafter, the members shall elect the appropriate number of directors for a term of 3 years.

5.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.4 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

5.5 Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI: NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination. All members of the Association shall be eligible to serve on the Board, and a member may nominate himself as a candidate for the Board at the meeting where the election is to be held. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the date of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

6.2 Election. Election to the Board shall be by secret written ballot. At such election the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6.3 Proviso. Notwithstanding the above, during the time that Declarant is in control of the Association, Declarant has the right to appoint the members of the Board, who may or may not be Members of the Association.

ARTICLE VII: MEETINGS OF DIRECTORS

7.1 Meetings of the Board. A meeting of the Board occurs when a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This section also applies to the meetings of any committee or other similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property in the community owned by a member of the Association.

7.2 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at duly held meetings at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII: POWERS AND DUTIES OF THE BOARD

8.1 Powers. The Board shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Private Drives and Common Open Spaces, and the personal conduct of the members and their guests, thereon and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of, and the right to use of, the Common Areas of a Member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provisions of these By-Laws, the Articles or the Declaration;

(d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from 3 consecutive regular meetings of the Board;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Accept such other functions or duties with respect to, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board; and

(g) Delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of Assessments.

8.2 Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by $\frac{1}{4}$ of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) As provided in the Declaration to:

(i) fix the amount of the General Assessment against each Lot at least 30 days in advance of each General Assessment period;

(ii) send written notice of each General Assessment to every owner subject thereto at least 30 days in advance of each General Assessment period; and

(iii) foreclose the lien against any property for which Assessments are not paid within 30 days after the due date or to bring an action at law against the owner personally obligated to pay the same;

(d) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board may make a reasonable

charge for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Areas and other property of the Association as set forth in the Declaration to be maintained.

Notwithstanding any provision hereinabove to the contrary, any power that the Board is permitted or authorized to take pursuant to the provisions of the Declaration, the Articles or these By-Laws shall not be exercised without a vote of the Board as required by the Declaration, the Articles or these By-Laws, and if no voting requirements are specifically described, the stated power can be exercised upon a vote of a majority of the members of the Board.

ARTICLE IX: OFFICERS AND THEIR DUTIES

9.1 Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board which shall follow each annual meeting of the members.

9.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

9.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.7 Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.4 of this Article.

9.8 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; see that resolutions and orders of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X: COMMITTEES

The Association shall appoint a Nominating Committee. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purposes, including, but not limited to, the Committee as described in Article 7 of the Declaration.

ARTICLE XI: OFFICIAL RECORDS OF THE ASSOCIATION

11.1 The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair or replace;

(b) A copy of the By-Laws and each amendment thereto;

(c) A copy of the Articles and each amendment thereto;

(d) A copy of the Declaration and each amendment thereto;

(e) A copy of the current rules of the Association;

(f) The minutes of all meetings of the Board and of the Members, which minutes must be retained for at least 7 years;

(g) A current roster of all Members and their mailing addresses and parcel identifications.

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year;

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

(i) Accurate, itemized, and detailed records of all receipts and expenditures;

(ii) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay

THIS IS NOT A

OR BK 10047 PG 1251

assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

(iii) All tax returns, financial statements, and financial reports of the Association; and

(iv) Any other records that identify, measure, record, or communicate financial information.

11.2 Inspection and Copying of Records. The official records shall be maintained within the State and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access.

ARTICLE XII: ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the Lot against which the Assessment is made, and which are the personal obligation of the Owner of such Lot.

ARTICLE XIII: CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WHITEHALL NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit 1999.

ARTICLE XIV: AMENDMENTS

14.1 These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy, except that the Federal Housing Administration and the Veterans Administration, while either of such entities has mortgage interest against any home in the neighborhood they shall have the right to veto any of the above while there is Class B Membership.

14.2 Notwithstanding the above, as long as Declarant is in control of the Association, these By-Laws may be amended by Declarant without the consent of the Members.

14.3 In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV: MINUTES

Minutes of all meetings of the membership and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

ARTICLE XVI: BUDGETS

The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the members. The copy must be provided to the member within the time limit set forth in Article XI hereof.

ARTICLE XVII: FINANCIAL REPORTING

The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall, within the time limits set forth in Article XI, provide each member with a copy

of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

17.1 Financial statements presented in conformity with generally accepted accounting principles, or

17.2 A financial report of actual receipts and expenditures, cash basis, which report must show:

- (a) The amount of receipts and expenditures by classification; and
- (b) The beginning and ending cash balances of the Association.

ARTICLE XVIII: MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.