**AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAYFAIR NEIGHBORHOOD ASSOCIATION, INC.**

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". | 2 |
| 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 | "Declaration". | 2 |
| 1.14 | "First Mortgage" | 2 |
| 1.15 | "Home" | 2 |
| 1.16 | "Lot" | 2 |
| 1.17 | "Management Company". | 2 |
| 1.18 | "Member" | 3 |
| 1.19 | "Mortgage". | 3 |
| 1.20 | "Neighborhood". | 3 |
| 1.21 | "Neighborhood Lands". | 3 |
| 1.22 | "Neighborhood Standard". | 3 |
| 1.23 | "Owner" | 3 |
| 1.24 | "Person" | 3 |
| 1.25 | "Residential Property". | 3 |
| 1.26 | "Rules and Regulations". | 3 |
| 1.27 | "Supplemental Declaration". | 3 |
| 1.28 | "Tampa Palms North Development or Development". | 3 |
| ARTICLE II | PROPERTY SUBJECT TO THIS DECLARATION. | 3 |
| 2.1 | Legal Description. | 3 |
| 2.2 | Annexation of Additional Property. | 3 |
| ARTICLE III | PROPERTY RIGHTS. | 4 |
| 3.1 | Owner's Easements of Access and Enjoyment | 4 |
| 3.2 | Easements and Reserve Rights in Favor of the Association. | 4 |
| 3.3 | Rights of the Association. | 4 |
| 3.4 | Delegation of Use. | 4 |
| 3.5 | Easement to Public Rights-of-Way. | 4 |
| 3.6 | Easement for Public Service Use and Public Utilities | 4 |
| 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 OF THE 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 | Special Assessments | 7 |
| 6.5 | Specific Assessments | 7 |
| 6.6 | Uniformity of Assessments | 7 |
| 6.7 | Commencement of General Assessment | 7 |
| 6.8 | Lien for Assessment | 7 |
| 6.9 | Certificate | 7 |
| 6.10 | Remedies of the Association | 7 |
| 6.11 | Foreclosure | 8 |
| 6.12 | Notice of Claim of Lien | 8 |
| 6.13 | Curing of Default | 8 |
| 6.14 | Subordination of Lien | 8 |
| 6.15 | Cumulative Remedies | 8 |
| 6.16 | Homesteads | 9 |
| 6.17 | Estimated Operating Budget | 9 |
| 6.18 | 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 | 9 |
| 7.3 | Review of Proposed Construction | 9 |
| 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 | 11 |
| 10.1 | Common Areas | 11 |
| 10.2 | Lots and Homes | 11 |
| ARTICLE XI | MORTGAGEE PROTECTION | 12 |
| ARTICLE XII | USE RESTRICTIONS | 12 |
| 12.1 | Business Use of Homes and Lots | 12 |
| 12.2 | Prohibition Against Conversion of Garages | 12 |
| 12.3 | Outside Storage of Personal Property | 12 |
| 12.4 | Portable Buildings of Structures | 13 |
| 12.5 | Garbage and Trash | 13 |
| 12.6 | Parking | 13 |
| 12.7 | Pets | 13 |
| 12.8 | Energy Devices | 15 |
| 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 | Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting | 16 |
| 12.20 | Fences | 18 |
| 12.21 | Increases in Insurance Rates | 18 |
| 12.22 | Casualties | 18 |
| 12.23 | Reconstruction | 18 |
| 12.24 | Rules and Regulations | 18 |

| | | |
|---|---|---|
| 12.25 | Exceptions | 18 |
| 12.26 | Leases | 19 |
| 12.27 | Occupancy | 19 |
| 12.28 | Holiday Lighting and Decorations | 19 |
| 12.29 | Noise and Speakers | 19 |
| ARTICLE XIII | GENERAL PROVISIONS | 20 |
| 13.1 | Enforcement | 20 |
| 13.2 | Severability | 21 |
| 13.3 | Term | 21 |
| 13.4 | Interpretation | 22 |
| 13.5 | Amendments | 22 |
| 13.6 | No Public Right or Dedication | 22 |
| 13.7 | Constructive Notice and Acceptance | 22 |
| 13.8 | Notices | 22 |

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAYFAIR NEIGHBORHOOD ASSOCIATION, INC.** ("Declaration") is made as of the day and year noted below by the MAYFAIR NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation ("Association" as hereinafter defined).

This Declaration amends and restates in its entirety that certain Declaration of Covenants, Restrictions and Easements for Mayfair Neighborhood Declaration made by Lennar Homes, Inc., a Florida corporation ("Declarant"), recorded on February 11, 2000 in Official Records Book 10047, page 1253 of the Public Records of Hillsborough County, Florida, as amended by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Mayfair Neighborhood made by the Association, recorded on February 25, 2013 in Official Records Book 21701, page 1214 of the Public Records of Hillsborough County, Florida.

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 Association 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 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 will be Members of the Association.

**NOW, THEREFORE**, the Association 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 Mayfair 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 the 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 of the lawns and landscaping on the Lots as described hereinafter; 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 "Declaration" shall mean this instrument as it may be amended from time to time.

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

1.15 "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.

1.16 "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.

1.17 "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.

1.18 "Member" shall mean all owners of Homes in the Neighborhood holding a membership in the Association as provided herein.

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

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

1.21 "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.

1.22 "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.

1.23 "Owner" shall mean and refer to the person or persons or other legal entity or entities, including the Association, 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.

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

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

1.26"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.

1.27"Supplemental Declaration" shall mean any Declaration which may be recorded by the Association 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.

1.28"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 Annexation of Additional Property. Additional real property may be annexed by the Association 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.

## 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 the Association. The Association 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, making improvements within the Neighborhood Lands. Further, the Association hereby reserves the right unto itself and its successors and assigns to select the providers of telephone and other telecommunications services for the Neighborhood and the Lots thereof, and an easement is hereby reserved to the Association, 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 consents to any such determination of service made by the Association, the results of which shall include payment for such services pursuant to agreement through Assessments levied against the Lots.

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.

3.6 Easement for Public Service Use and Public Utilities. In addition to the foregoing easements, there shall be, and the Association 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 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 one class of voting membership:

4.2.1 Members shall be all Owners and 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.

4.3 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 designated 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 OF THE ASSOCIATION

The Association, acting through the Board, in addition to any other powers specifically provided herein, shall have the duty to: (a) maintain, repair and replace the Common Areas, including, but not limited to, improvements, paving, entry features to the Neighborhood, walls, ponds and landscaping included therein; (b) maintain all grass and landscaping located on the Lots and to the extent as provided in this Declaration, it being the intent of this Declaration to provide for a common appearance and quality of the grass and landscaping within the Neighborhood (as used in this sentence, the term "maintain" shall include, but shall not be limited to, all mowing, edging, blowing, weeding, fertilizing, spraying with insecticides, trimming and pruning of hedges and common area trees along throughfares; (c) provide for, maintain and administer community services for the benefit of the Members of the Association; (d) obtain water, electricity and such other utility services as may be required for the use and operation of the Common Areas; (e) 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; (f) 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, and providing such other insurance as directed by this Declaration and the By-Laws; and

(g) 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. The standard of care and maintenance of the foregoing shall be as determined by the Board in its sole discretion from time to time.

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 majority 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, is the personal obligation of the person who was or the persons who 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 came 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 cost 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 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, known 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.

6.5 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.

6.6 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 cost of the assessment by the total number of Lots in the Neighborhood at the time the General Assessment or Special Assessment is levied.

6.7 Commencement of General Assessment. The General Assessment as to each Lot owned by an Owner other than the Association commences as of the date of closing of the purchase of the Lot.

6.8 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 al 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.

6.9 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).

6.10 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 here in 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.

6.11 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.

6.12 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.

6.13 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 thereof shall record an appropriate Release of Lien, upon payment by the defaulting owner for a fee, to be determined by the Association to cover attorneys' fees and reasonable administrative 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.

6.14 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.

6.15 Cumulative Remedies. The lien and the right to foreclose and sale 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.

6.16 Homesteads. By acceptance of a deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that al 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.

6.17 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.

6.18 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.

Accordingly, there is hereby established a committee known as the Architectural Control and Maintenance Standards Committee ("Committee") through the master community Tampa Palms North Homeowners Association – to be called the Tampa Palms North Architectural Design and Modifications Committee ("ADMC"). 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 Mayfair Neighborhood.

The ADMC enforces 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 ADMC.

7.2 Members of Committee. The ADMC Committee shall consist of at least one individual from the Mayfair Neighborhood. Each member of the Committee shall be appointed by the Association and shall hold office until such time as such member has resigned or has been removed and the Association has appointed successor. The membership may include building and landscape architects, contractors, subcontractors and other persons that the Association 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.

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 as permitted hereunder 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 TPNOA ADMC. The TPNOA ADMC 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 ADMC guidelines. The ADMC 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 ADMC may also issue rules or guidelines setting forth procedures for the submissions of plans for approval. The ADMC 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 ADMC may postpone review of any plans submitted for approval until all required materials have been submitted. In the event construction of the improvements proceeds without submitting plans to the ADMC or plans are submitted to the ADMC by the Association or if construction proceeds without the approval of the ADMC or deviates from the issued approval, the ADMC 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 ADMC 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 ADMC.

7.6 Remedies in the Event of Non-Compliance. If the ADMC 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 Tampa Palms North, the ADMC shall issue a report to the Association particularizing the deficiencies. Within 30 days of receipt of the report, the Association shall, if pertaining to Common Areas, commence with the repair, maintenance, or restorations 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. Each owner does hereby authorize and vest in the Association the following power should the owner fail or refuse to commence and complete the maintenance work required by the report of the Committee.

7.6.1 The Association may let out for bid the work required by the report of the ADMC, negotiate and accept bids and authorize contractors or subcontractors to enter upon the Neighborhood Lands, for the purpose of performing the specified work, and the entrance upon the Neighborhood Lands of those performing the work shall be a lawful entry and shall not be deemed a trespass. The Association shall have the right to pay the contractors or subcontractors performing the work and the Association is authorized in its own name to record a lien against the property of the Owner in the public records of the County, in the amount of the costs of said work that the Association 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 the Association 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 the Association. Each Owner gives and grants unto the Association 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.

7.7 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 the Community Association and the ADMC, 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.

## 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 appropriate administration fee.

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, except as otherwise provided in Florida Statutes, 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 the Association or its agents with respect to its development and sale of the Properties or its use of the Homes and Lots which the Association 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 useable 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, except for tasteful patio furniture and other personal property commonly kept outside and shall conform to Article V of Tampa Palms North Architectural Guidelines.

12.4 Portable Buildings or Structures. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Association.

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 securely covered trash containers. All containers, dumpsters or garbage facilities shall be stored inside a Home or outside screened from view with a two sided solid white PVC fence enclosure of four (4) feet in height and to set back a minimum of twelve (12) feet for the front of the home and is to be 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 and their guests' automobiles shall be parked in the garage or driveway and shall not block any sidewalks and shall not block the driveway of another owner's home. Vehicles shall not be parked on the grass. No vehicle which cannot operate on its own power shall remain on the Properties for more than twenty-four 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 small flat bed or sport utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" 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. Contractors or hired employees of an owner shall be subject to the same rules and regulations as homeowners and shall not park on the grass, sidewalk nor block the driveway of another owner's property. Contractors with work trucks shall not be permitted overnight parking. Overnight street parking for guests will be limited to no more than 5 consecutive days.

12.7 Pets. No exotic animals, livestock, reptiles, snakes, poultry or any other animal shall be raised for breeding purposes anywhere within the Neighborhood. A maximum of two (2) dogs, two (2) cats, and/or any number of other customary household pets (i.e. domesticated birds, fish, etc.) may be kept on any Property subject to rules and regulations adopted by the Association Board of Directors.

**The Association shall have the right to prohibit domicile of any pet, which constitutes, in the opinion of the Board, to be a nuisance to any Resident.**

A nuisance shall be defined as, but not limited to the following:

1. Pet(s) are not allowed to run at large, unleashed (attended or not) on any sidewalk, roadway, common area or Property (other than the Property of the pet's owner).
2. Pet(s) defecating (without cleanup of the same), damaging, spoiling or defiling any Property (including that of the pet's owner), within the Neighborhood.
3. Pet(s) causing unsanitary, dangerous or offensive conditions or causing obnoxious odors within the Neighborhood.
4. Pet(s) creating or causing noise that is determined to unreasonably disturb any person that is creating a constant disturbance (i.e., excessive barking) in any other way within the Neighborhood.
5. Pet(s) that has displayed vicious behavior or is otherwise interfering with the freedom of movement of any person or other pets within the Neighborhood.
6. Pet(s) chasing vehicles, bicycles, strollers/carriages, etc., within the Neighborhood.

Owner(s) failure to display required pet licensing on any pet within the Neighborhood in accordance with Hillsborough County Ordinance, Chapter 14, Section 14-96, "All dogs...shall be required to wear a current county animal license tag at all times."

Finally, if any pet becomes a nuisance, as defined above, the Board of Directors may require that such pet be removed from the Neighborhood, after written notice is given via certified mail return receipt to the pet owner and said owner has been afforded the opportunity for a hearing before the Board.

The owner of a pet shall indemnify the Association 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 may 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 with accompanying documentation of proof (affidavits, photos, etc.), 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 $1000.00 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 the Association and the Architectural Review Committee prior to placing, installing or constructing an Energy Device on such Lot.

An approval for an Energy Device shall be issued by the Association, as the case may be, only in accordance with the Energy Device Rules and Regulations. With regard to Solar Collectors, The Association, 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 degrees 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 Tampa Palms North Architectural 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 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 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

12.19.1 No landscaping other than that which is installed in connection with the re-construction or refurbishment of a Home shall be permitted to be installed on the front portions of the Lot (meaning the area of the Lot located along the roadway upon which the Lot abuts and bounded at the rear by the front projection of the Home in a straight line that is parallel to the front Lot boundary) without the prior written approval of the association, it being the association's intention to maintain a consistent and complimentary appearance on the front portions of the Lots.

12.19.2 Landscaping in addition to that which is installed in connection with the re-construction or refurbishment of a Home ("Additional Landscaping") shall be permitted to be installed on all portion of the Lot other than the front portion of the Lot as described in Section 12.19.1 hereof, but only upon the prior written approval of the Architectural Review Committee; provided, however, that any such Additional Landscaping shall be maintained by the Owner at such Owner's expense despite the fact that the Association may be maintaining landscaping installed on the Lot in connection with construction of the Home. Notwithstanding the foregoing, if the Architectural Review Committee determines that any Additional Landscaping is excessive so as to require extra work and expense over and above that contemplated for the Lot pursuant to any maintenance contract between the Association and a maintenance company, any such additional expense shall be charged to the Owner as a Specific Assessment. Every Owner, by virtue of taking title to a Lot, agrees to indemnify and hold the Association harmless for any and all damage to any Additional Landscaping, save and except for damage resulting from willful misconduct on the part of the Association or its agents.

12.19.3 Every Owner shall be required to irrigate the grass and landscaping located on the Lots, and shall ensure that sufficient irrigation occurs during all periods. A perpetual easement is hereby granted by every Owner to the Association for access to and use of the irrigation control box and facilities attached to the exterior of the

Home for purposes of checking the timer and control settings for irrigation of those portions of the Lot being maintained by the Association. No Owner shall be permitted to relocate the irrigation control box and facilities to an area located within the boundaries of the Home or to an area in which the Association does not have a right of access (i.e., within a fenced-in rear yard). Owners shall be required to maintain the timer in good working order with necessary back up power supplies and adjust the times as necessary for irrigation of any Association-maintained portions of the Lot in accordance with mandated County water restrictions. In the event an Owner fails to comply with the foregoing requirements, any damage to the Association-maintained grass or landscaping which results therefrom shall be corrected by the Association at the sole expense of the Owner, which expense shall be charged by the Association as a Specific Assessment (such correction shall include any and all replacements necessitated thereby). The Owner shall be responsible for the maintenance of all sprinkler components (except sprinkler heads) located on those portions of the Lot being maintained by the Association pursuant to the provisions hereof. The Owner shall be solely responsible for any damage to any sprinklers which occurs during the course of installing any Additional Landscaping. The Owner shall be solely responsible for maintenance of any and all pipes and facilities used for irrigation of grass and landscaping located on the Lot, regardless of grass and landscaping maintenance.

12.19.4 All grass and landscaping located within any rear yard of a Lot that is fenced, in pursuant to the provisions of Section 12.20 hereof, shall be maintained by the Owner of the Lot at such Owner's sole expense regardless of any opening in the fence that may allow access by the Association's contracted landscape company. No gardens, Jacuzzis, fountains, playground equipment or other permitted improvement shall be constructed within the backyard of a Lot unless the backyard area (as defined and bounded on plans and specifications for the Lot as delivered to the Association following conveyance of the Lot to the Owner) is fenced in pursuant to this Section. Notwithstanding the foregoing, a screened-in pool and/or Jacuzzi shall not require the construction of a fence to enclose the backyard area.

12.19.5 All Association-maintained grass and landscaping that die in the Common Areas shall be replaced by the Association and charged to the Owners as a Common Expense~~;~~. Association-maintained grass and landscaping that die on the Owner's lot shall be replaced by the Owner within 30 days at the Owner's expense, except in cases of clear neglect by the Association's contracted landscape company. It will be the burden of the Owner to substantiate the damage. However, any grass or landscaping replacements on a Lot resulting from failure to irrigate the grass and landscaping may be undertaken by the Association and charged to the Owner thereof as a Specific Assessment.

12.19.6 No sod, topsoil, tree or shrubbery shall be removed from the Neighborhood, without prior approval by the Architectural Review Committee. 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. Shrubs may be replaced at the Owner's expense in accordance with ADMC guidelines. Shrubs will be replaced by the Association only in cases of clear neglect by the Association's contracted landscape company. It will be the burden of the owner to provide evidence to substantiate the damage.

12.19.7 No permanent landscape lighting shall be installed by the Owner without prior approval by the Architectural Review Committee. A condition of such approval shall be that all lighting must be placed not less than 12" from the inside edge of any landscaping beds, so as to permit Association grass and landscaping maintenance.

12.19.8 Owner may plant flowering annuals at Owner's expense and includes Owner's maintenance thereof; within the portion of the Lot that is restricted 12" from the inside of landscaping beds as to permit Association grass and landscaping maintenance.

12.19.9 Owners may install French drain(s) with prior approval of the Architectural Review Committee for the purpose of alleviating standing water or the natural occurrence of flooding. Owners may not tie irrigations systems to the source of man-made or natural ponds or other bodies of water located within the Community.

12.19.10 Owners shall be required to mulch flower beds and tree rings annually at their own expense. Owners failing to do so will be notified and if necessary will be charged by the association to remediate shortcomings.

12.19.11 Owners shall be required to maintain, at their own expense, a minimum clear structural elevation of 10 feet beneath the foliage and branches of all trees whose trunk is located on their Lot, excluding trees whose trunk is located within the public sidewalk easement.

12.19.12 The Association will provide landscape maintenance services as defined in Exhibit "D", attached hereto, Schedule of Landscape Maintenance Services Provided by the Association. This landscape maintenance schedule will be subject to change, upon approval by membership vote at the annual membership meeting, to add or remove services in order to maintain annual assessments to within 5% of any given year's annual assessments. A copy of the current landscape maintenance schedule and proposed changes (if any) will be included in the annual membership meeting notice mailed to each Owner. Owners will be responsible for providing, at their own expense, any services not listed as necessary to maintain the common appearance of the community. The Association reserves the right to update and/or provide services not listed in the landscape maintenance schedule as may be necessary to maintain the common appearance of the community to be charged by the Association as a specific assessment.

12.20 Fences. Any fence placed by an Owner that encloses the backyard portion and portions of the side yards of the Lot shall be constructed in accordance with the rules and regulations promulgated by the Tampa Palms North Architectural Review Committee as to type, nature and height.

12.21 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.

12.22 Casualties. In the event that a Home or any part tshereof 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.

12.23 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.

12.24 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.

12.25 Exceptions. The use and maintenance restrictions contained in this Section shall not apply to the Association, or to any portion of the Neighborhood while owned by the Association, 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 Homes by the Association. Specifically, and without limitation, the Association 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.

12.26 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. The Association shall provide written notice of approval or rejection of proposed lease within 7 days of receipt of (i) the completed lease application, (ii) a copy of the completed unsigned lease, and (iii) all applicable fees. The Association may reject the leasing of any Home on any legal ground the Association elects, including any debt to the Association. No lease shall be approved for a term of less than one year. Only one lease shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. If there are any leases for a shorter period of time, as of the effective date of this amendment, they will be "grandfathered" as acceptable until the term of the lease expires. 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 affect 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.

12.27 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. All new owners as defined by i, ii and iii above must own the home for a period of one year prior to being eligible to rent the home.

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 in accordance with Florida Statutes. 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. In no circumstances may rooms be rented out individually. In connection with any approved leases, the maximum number of occupants for a leased Home will be two (2) persons per bedroom, including any short-term guests who are staying with the tenants.

12.28 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 in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. With regard to those portions of a Lot maintained by the Association pursuant to Section 12.19 hereof, no lighting or any facilities or electrical cords related thereto or any decorations shall be permitted to be placed upon or across any grass area maintained by the Association, and the Association and its agents shall be permitted, but shall not be required, to remove any such items which serve as impediments to the mowing of the grass, trimming of hedges and trees, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting or decorations may be inadvertently damaged or destroyed. An Owner shall be permitted to place holiday lighting and decorations on and within the shrubs located in the front yard of the Lot, provided that (a) the Association shall not be required to maintain such shrubs for such period of time as the decorations, lighting and cords are contained within such shrubs, and (b) such placement shall not otherwise interfere with the mowing of the grass on the Lot by the Association in accordance with the terms of Section 12.19 hereof. 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.

12.29 Noise and 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, 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 here in 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.

13.1.6 The Board of Directors or its appointed agents is charged with determining whether there is probable cause that any of the provisions of the Amended and Restated Declaration of Covenants, Restrictions and Easements, the Bylaws, or the Rules and Regulations of the Association regarding the use of the lot or the common areas that are being or have been violated.

i. The Board of Directors may appoint a Fining Review Committee which shall consist entirely of at least three (3) lot owners other than officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, and such Committee shall be charged with conducting the hearing and rendering the decision with regard to the levy of fines as herein provided. Additionally, the Board of Directors or its designated agents are the ones who should establish and adopt proposed fines.
ii. In the event that a Complaint is received by the Association, or a violation is otherwise determined to have occurred, the Board of Directors ("the Board") or its agents will notify the alleged violator(s), and in appropriate cases, will provide an opportunity for such violation to be corrected within a reasonable time.
iii. If the violation has not been corrected, or in the case of a repeat violation, or a violation of a serious nature that the Board determines does not warrant an opportunity for the violator to correct it, the Board, or its designated agent(s), may adopt a proposed fine, up to the maximum amount allowed by law. A fine may be imposed based upon each day that a continuing violation continues or upon such occurrence. The fine will not become final until a hearing has been held, or the right to a hearing is waived by the alleged violator.
iv. Following the adoption of a proposed fine, the alleged violator shall be notified by regular and certified mail return receipt, and a copy of these rules shall be provided, along with a notice that the alleged violator may request a hearing before the Committee within fourteen (14) days of the date of signing for receipt of the certified violation letter. The notice to the alleged

violator shall also include a short and plain statement of the matters asserted by the Association, as well as a statement of the provisions of the Declaration, By-Laws, or Rules which have allegedly been violated. Failure to request a hearing within this fourteen (14) day time frame shall constitute a waiver of the right to a hearing.

v. The Committee shall hold a hearing, if requested, after giving the lot owner fourteen (14) days written notice from the date of the letter. The owner shall receive notice of the date, time and place of the hearing, unless the alleged violator waives this fourteen-day notice requirement. The Committee may overrule or modify the fine following the hearing.

vi. The Board shall appoint a Chairman who will be able to effectively run any meetings or hearings which result from the proposed fines and the Committee shall conduct hearings in accordance with the following rules, in addition to such other rules and procedures as may be established by the Committee, to hear any charges and defenses:

(a) A representative of the Association shall be heard first, in order to summarize the basis for the proposed fine, and to present any witnesses or documents in support of the proposed fine. Written affidavits shall be permitted, and the hearing need not be conducted according to technical rules relating to evidence and witnesses. A party or witness may also be allowed to appear by telephone conference, provided that the cost involved is paid by the party offering such evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduit of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules and privileges relating to court proceedings shall only be effective to the extent that they are required by law to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(b) Each party shall have these rights: to be represented by counsel; to and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her.

(c) Neither the accusing person nor the alleged violator must be in attendance at the hearing. The hearing shall be open to attendance by all lot owners, and at least 48 hour prior notice of fine hearing will be posted in the community in compliance with existing documents. In rendering a decision, official notice may be taken at any time of any contents within the Declaration, the Articles, the By-Laws, the Rules and Regulations or the workings of the Association.

(d) The Committee will render decisions during the meeting and will prepare a written summary of the decision which is to be provided to the Association and the alleged violator. If the decision of the Committee, by majority vote, is to uphold the fine, or to impose a reduced fine, the fine shall be payable to the Association within twenty (20) days from the date that written notice of the decision is sent to the alleged violator(s).

vii. Subsequent to the hearing, or if no hearing is requested within fourteen (14) days from the date of the letter notifying the alleged violator of the fine, any further enforcement action will be taken by the Board of Directors.

viii. Any violator(s) will be responsible for interest, costs and attorneys' fees incurred in the enforcement of the fine, including costs and attorney's fees in connection with any correspondence or hearings, provided that the Committee upholds the fine, in whole or in part, and the person who is the subject of the fine fails to pay it within 20 days from the date of a letter advising them that the fine has become final.

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 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. Except as provided to the contrary herein, 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) 51% of the Board; and (ii) 51% of the Owners who are entitled to vote on the matter as set forth in the Articles and By-Laws.

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 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.

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 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.

## Exhibit A

### Legal Description of the Neighborhood Lands

**TAMPA PALMS AREA 4, PARCEL 11, UNIT 1,** as per map or plat thereof recorded in Plat Book 85, Page 66, public records of Hillsborough County, Florida.

**TOGETHER WITH**

**TAMPA PALMS AREA 4, PARCEL 11, UNIT 2,** as per map or plat thereof recorded in Plat Book 87, Page 18, public records of Hillsborough County, Florida.

**Exhibit B**

**Articles of Incorporation of Mayfair Neighborhood Association, Inc.**

**Exhibit C**

**By-Laws of Mayfair Neighborhood Association, Inc.**

## Exhibit D

### Schedule of Landscape Maintenance Services Provided by the Association

- Mowing all grass
- Edging curbs and plant beds
- Weeding plant beds
- Shearing and shaping hedges
- Power clipping (weed whacking)
- Air blow walks and paved areas
- Monthly lawn and ornamental pest control
- Quarterly fertilization of turf
- Fertilization of shrubs
- Quarterly installation of annuals
- Monthly wet checks of irrigation
- Irrigation head maintenance

NOTE:

The services listed above are the responsibility of the Owner (i.e. not provided by the Association) within fence enclosures.

INSTRUMENT#: 2015483568, O BK 23745
PG 838-883 12/15/2015 at 03:17:32 PM,
DEPUTY CLERK: MTERRELL Pat Frank, Clerk
of the Circuit Court Hillsborough County

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

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAYFAIR NEIGHBORHOOD**

THIS IS TO CERTIFY that at a duly called meeting of the membership on December 3, 2015, at which a quorum was present, (i) more than 51% of the Board, and (ii) more than 51% of the members, in person or by proxy, affirmatively voted to adopt the Amended and Restated Declaration of Covenants, Restrictions and Easements for Mayfair Neighborhood Association, Inc., attached hereto as Exhibit A and made a part hereof. The Declaration of Covenants, Restrictions and Easements for Mayfair Neighborhood was originally recorded in Official Record Book 10047 at Page 1253, as amended by Amendment recorded in Official Record Book 21701 at Page 1214, all of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, Mayfair Neighborhood Association, Inc. has caused this Certificate to be executed by its duly authorized President and Secretary on this 11th day of December, 2015.

Witnesses:

Print Name: GLENN SCALA

Print Name: Kathleen Huntzinger

MAYFAIR NEIGHBORHOOD ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: ZACHARY D. ATLAS
President

By: _____
Print Name: Vera E Kasper
Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of December, 2015 by Zachary Atlas the President and by Vera E Kasper the Secretary of Mayfair Neighborhood Association, Inc., a Florida non-profit corporation, on behalf of the corporation. They are personally known to me or did produce P/K as identification.

BEVERLY E. WEEKS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE841461
Expires 10/15/2016

NOTARY PUBLIC
Print Name: Beverly E. Weeks
My Commission Expires: 10/15/16