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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

TAMPA PALMS OWNERS ASSOCIATION

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HILLSBOROUGH COUNTY

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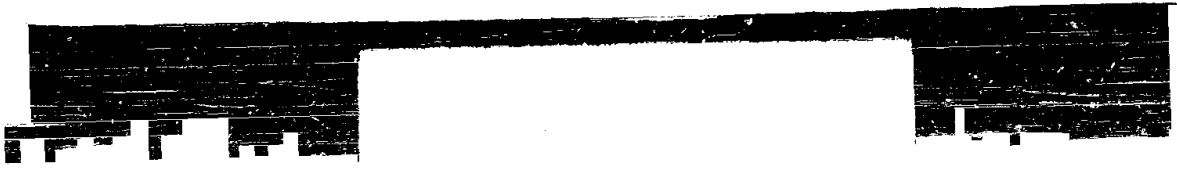
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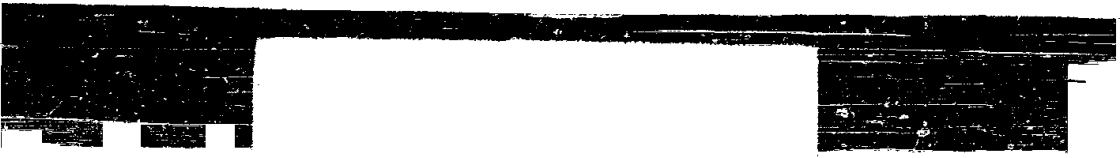
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- TABLE OF EXHIBITS -

<u>Exhibit</u>	<u>Subject Matter</u>	<u>Page First Appearing</u>
"A"	Land Initially Submitted	1
"B"	Land Subject to Annexation	7
"C"	Formula for Assessments and Commercial Unit Voting Rights	7

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

TAMPA PALMS OWNERS ASSOCIATION

This Declaration of Covenants, Conditions, and Restrictions is made this 27th day of February, 1986, by Tampa Palms Development Corporation, a Florida corporation, (hereinafter referred to as "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and the interrelationship of the component residential and commercial developments, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by Subsequent Amendment (as defined herein) be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

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Article I
Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any residential association, with any commercial establishment or association, any golf or country club, or with any apartment building owner or cooperative within the Properties become the responsibility of the Association. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Area of Common Responsibility.

Section 2. "Association" shall mean and refer to Tampa Palms Owners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida law.

Section 3. "Commercial Unit" shall mean a portion of the Properties intended for any type of independent ownership for use and occupancy as a commercial, office, or business establishment as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall include all portions of the lot owned including any structure thereon. For the purposes of this Declaration, a Commercial Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the City of Tampa, Florida, or other local government entity.

Section 4. "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners. The initial Common Area shall be conveyed to the Association prior to the conveyance of a subdivision interest to any Residential Unit purchaser.

Section 5. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for General and Subdistrict purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 6. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be

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more specifically determined and set forth by the New Construction Committee.

Section 7. "Electoral District" shall mean a geographical area or areas comprised of one or more housing types or commercial areas and representing a political unit for the purpose of electing directors. Districts shall not be required to be equal in population. The Declarant may at any time and from time to time until the termination of Class "B" membership as provided in Section 2(b) of Article III of this Declaration establish and alter or reestablish the boundaries of Electoral Districts by the recordation of an exhibit to this Declaration setting forth the metes and bounds or other legal description of the land contained within each Electoral District. After termination of the Class "B" membership, the Board of Directors may prepare and record such exhibit. Such recordation shall not constitute an amendment to this Declaration and shall not require the formality thereof. An Electoral District may be composed of non-contiguous property.

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Section 8. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

Section 9. "Land Segment Owner" shall mean and refer to one or more persons or entities who hold record title to any "Land Segment," which shall mean and refer to any property for development as Commercial or Residential Units. The term Land Segment Owner shall include any lot pool builder but shall under no circumstances include the Declarant. Land Segment Owners shall have no vote and shall not be subject to assessments, but shall otherwise be subject to this Declaration.

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

Section 11. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 12. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 13. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 14. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 15. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Commercial or Residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Commercial or Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

Section 16. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 17. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration or which is owned by the Association.

Section 18. "Residential Unit" shall mean a portion of the Properties intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, apartment units, patio or zero lot line homes, and single family houses on separately platted lots, as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned including any structure thereon. In the case of a structure which contains multiple apartment units, each apartment unit shall be deemed to be separate residential unit.

For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of the City of Tampa, Florida, or other local governmental entity.

Section 19. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 20. "Subdistrict" shall mean and refer to separately designated, developed residential or commercial areas comprised of various types of housing or commercial activity which initially or by amendment are made subject to this Declaration; for example, and by way of illustration and not limitation, condominiums, fee simple townhomes, single family detached houses; commercial, office and retail establishments, and rental apartments. In the absence of

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specific designation of separate Subdistrict status, all Properties made subject to this Declaration shall be considered a part of the same Subdistrict; provided, however, the Declarant may designate in any Subsequent Amendment adding property to the terms and conditions of this Declaration that such properties shall constitute a separate Subdistrict or Subdistricts; and provided, further, by a two-thirds (2/3) vote, the Board of Directors may also designate Subdistrict status to any area so requesting.

Section 21. "Subdistrict Assessments" shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Commercial and Residential Units against which the specific Subdistrict Assessment is levied and of maintaining the properties within a given Subdistrict, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Subdistrict Assessment shall be levied equally against Owners of Commercial or Residential Units in a Subdistrict for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular lots/units) shall be levied on a pro rata basis among benefited Owners.

Section 22. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

Section 23. "Unit" shall be an inclusive term referring to both Commercial Units and Residential Units.

Section 24. "Voting Member" shall mean and refer to the representative selected by the Members in each Subdistrict or residential association, who shall be responsible for election of directors, amending this Declaration or the By-Laws, and all other matters provided for in this Declaration. The Voting Member from each Subdistrict or residential association, if any, shall be the senior elected

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officer (e.g., Subdistrict Committee chairman or association president) from that component; the alternate Voting Member shall be the next most senior officer. Each Voting Member shall be entitled to cast as many votes as equals the number of Units he or she represents.

Article II
Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

The Board of Directors by resolution may extend permission to recognized community leagues, or religious or school groups to use certain of the recreation facilities within the Properties subject to such terms and conditions as the Board may impose.

Access to the golf course and to the club facilities or to a part thereof is strictly subject to the rules and procedures of the golf club. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy of a Commercial or Residential Unit.

Article III
Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Section 15 of Article I, shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse. The membership rights of a Commercial Unit shall be exercised by the Owner or, in the case of a corporate owner, by the individual designated in a written instrument provided to the Secretary.

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

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(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members owning Residential Units shall be entitled to one (1) vote for each Residential Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per unit; Class "A" Members owning Commercial Units shall be entitled on all issues to vote in accordance with the formula set out in Exhibit "C".

When more than one person or entity holds such interest in any Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any Owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The Class "B" membership shall terminate and become converted to Class "A" membership within one hundred twenty (120) days of the happening of the earlier of the following:

(i) when the total outstanding Class "A" votes equal or exceed seventy-five (75%) percent of the Units permitted by the Master Land Use Plan for the property described on Exhibit "A" and "B";

(ii) January 1, 2015; or

(iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Residential Unit in which it holds the interest required for membership under Section 1 hereof, and for each Commercial Unit, the numbers of votes determined in accordance with the formula set forth in Exhibit "C". At such time, the Declarant shall call a meeting, as provided in the By-Laws of the Association for special meetings, to advise the membership of the termination of Class "B" status.

Article IV
Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon such areas.

The Association may, in the discretion of its Board, assume the maintenance responsibilities set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded which creates any residential association or Subdistrict or upon any Land Segment upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those Members residing in the association to which the services are provided. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Section 2. Owner's Responsibility. In accordance with this Declaration and any additional declaration and Subsequent Amendments to this Declaration which may be filed on portions of the Properties, all maintenance of a Unit and all structures, parking areas, and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of the Properties and the applicable covenants; provided, further, if this work is not properly performed by the Owner, the Association may perform it and assess the Owner; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Article V
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written

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agreement with any Subdistrict Committee (as defined in the By-Laws), assume the responsibility for providing the same insurance coverage on the Properties contained within the Subdistrict. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures comprising Residential Units. If the Association elects not to obtain such insurance, then an individual Subdistrict Committee may obtain such insurance as a common expense of the Subdistrict to be paid by Subdistrict Assessments, as defined in Article X hereof. In the event such insurance is obtained by either the Association or a Subdistrict Committee, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member insured to be furnished to the Association or Subdistrict Committee, as applicable.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Unless higher insurance requirements are contained in any covenants or restrictions for any residential association or Subdistrict, the following shall apply: insurance obtained on the Properties contained within any Subdistrict or residential association, whether obtained by such Subdistrict, the residential association or the Association, shall meet the requirements of this Section 1. Costs of such coverage shall be a charge to the Members residing within such residential association or Subdistrict.

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Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to other associations or Subdistricts shall be charged to those associations or Subdistricts. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Deductibles on damage caused by errant golf balls shall be allocated either to the Owner or golfer as provided by law, but under no circumstances shall the Association be responsible.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessment, as defined in Article I, Section 8 and as more particularly described in Article X, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Subdistrict Committee shall be for the benefit of the Owners and their Mortgagees of Units within the Subdistrict.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

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(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Hillsborough County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration: and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

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Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Unit(s) and structures constructed thereon as provided for in Section 1 of this Article V, unless the Subdistrict Committee of the Subdistrict in which the Unit is located or the residential association or the Association carries such insurance (which they are not obligated to do). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

A residential association or Subdistrict Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit and the standard for returning the Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Section 3(a) of this Article V.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area or to the common property of any Subdistrict or residential association shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total vote of the Association, if Common Area, or the association or Subdistrict whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association, Subdistrict or residential association, as applicable in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Units owned, provided, if the damage or destruction involves only a Commercial Unit or Units, only Owners of Commercial Units shall be subject to such assessment and if the damage or destruction involves only a Residential Unit or Units

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only Owners of Residential Units shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of Article V in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Voting Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be

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disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VIII
Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the year 2015, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Public Records of Hillsborough County, Florida, an amendment annexing such Properties. Such Subsequent Amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto and that such transfer is memorialized in a written, recorded instrument.

Prior to any annexation under this Section 1, plans for the development of the additional Property must be submitted to the Veterans Administration and the Veterans Administration must determine that the plans are in accordance with the overall general plan heretofore approved by the Veterans Administration and so advise Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, upon the affirmative vote of Voting Members or Alternates representing a majority of the Class "A" votes of the Association other than Declarant at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject in accordance with Section 1 of this Article, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1, the Properties shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of

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Hillsborough County, Florida, a Subsequent Amendment in respect to the Properties being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

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Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B".

Article IX
Rights and Obligations of the Association

Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties.

which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances or permit the City of Tampa to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Article X Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article X, Section 6. Assessments shall be allocated as follows: (a) equally for Residential Units owned by Owners; and (b) in accordance with Exhibit "C" for Commercial Units; provided, however, anything herein to the contrary notwithstanding Declarant may annually elect in writing either of the following alternatives as a method of paying its assessments:

(1) pay the assessments set forth in this Section for an Owner of Residential Units, or

(2) pay to the Association in the form of a subsidy the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year. Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

Subdistrict Assessments shall be levied against Residential or Commercial Units in particular portions of the Properties or in residential associations for whose benefit Common Expenses are incurred which benefit less than the

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Association as a whole. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the rate equal to two (2) percentage points above the prime interest rate charged by the Chemical Bank of New York as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in monthly installments.

The Association is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the common expenses; provided, however, the Veterans Administration shall be advised of and approve any form of subsidy contract entered into between the Declarant and the Association.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Voting Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and Subdistrict expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of Voting Members or their alternates representing at least a majority of the total Class "A" vote in the Association, and the Class "B" Member.

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Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may not, without the vote or written consent of Voting Members or their alternates representing a majority of the Class "A" votes of the Association, which shall include a majority of the votes of the Association residing in Members other than Declarant, impose a General Assessment per Unit which exceeds the General Assessment per Unit for the immediately preceding fiscal year by more than ten (10%) percent or the amount which the Consumer Price Index for the metropolitan Tampa, Florida, area has increased over the previous fiscal year, whichever is greater; provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, however, such assessment shall have the vote or written consent of Voting Members or their alternates representing fifty-one (51%) percent of the Class "A" vote in the Association other than Declarant and of the Class "B" Member, if such exists; provided, further, after the conversion of the Class "B" membership, any such assessment shall have the vote or written assent of (a) Voting Members or their alternates representing fifty-one (51%) percent of the total votes of the Association, and (b) Voting Members or their alternates representing fifty-one (51%) percent of the total votes of the Voting Members other than the Declarant. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against any Subdistrict or residential association to reimburse the Association for costs incurred in bringing the Subdistrict or residential association into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer thereof and an opportunity for a hearing.

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Section 4. Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

Section 5. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Residential Units within a Subdistrict on the first day of the month following the date on which a certificate of occupancy is issued on the first Residential Unit within that Subdistrict and on each Commercial Unit within a Subdistrict on

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the first day of the month following the date on which a certificate of occupancy is issued on the Commercial Unit, but in no event later than two (2) years after the date of conveyance of title by the Declarant to the first Owner of such Commercial Unit. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 7. Subordination of the Lien to First Deeds of Trust and First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, his successors and assigns.

Section 8. Capitalization of Association. Upon acquisition of record title to a Residential Unit from Declarant, a contribution shall be made by or on behalf of the Owner to the capital of the Association in an amount equal to one-sixth (1/6) of the amount of the General Assessment for that year levied upon the Residential Unit as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association.

Article XI
Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

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No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards ("CDC-LUS"). Copies shall be available from the New Construction Committee for review. The guidelines and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred (100%) percent of the Properties, computed on an area basis, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committees. If appointed by the Board of Directors, the following shall exist:

The Residential Modifications Committee (RMC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The RMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, the RMC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the RMC has determined that such board or committee has in force review and enforcement practices, procedures and

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appropriate standards at least equal to those of the RMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The Commercial Modifications Committee (CMC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The CMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Commercial Units or structures containing Commercial Units and the open space, if any, appurtenant thereto; provided, however, the CMC may delegate this authority to the appropriate board or committee of any commercial association subsequently created or subsequently subjected to this Declaration so long as the CMC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the CMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

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The Modification Committees shall promulgate detailed standards and procedures governing their areas of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the appropriate Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the appropriate Modifications Committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Article XII Use Restrictions

The Properties shall be used only for commercial, residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating

associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Subdistrict or residential association, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, vehicle storage areas, pathway systems, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by Voting Members representing a Majority of the total Class "A" votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

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Land use standards constituting the initial restrictions and standards are established by the Declarant.

The Declaration or other creating document for any residential association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 1. Signs. No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

Section 2. Parking and Garages. Owners shall park only in their garages or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Section 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against owners shall also apply to all occupants of any Unit.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets but no more than a total of two (2); provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any property located adjacent to the Properties may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash held by a responsible Person. Dogs shall be walked only in those areas designated by the Association.

Section 5. Nuisance. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

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Section 7. Antennas. No exterior television or radio antennas of any kind shall be placed, allowed, or maintained upon any portion of the Properties including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association may erect an aerial or other apparatus for a master antenna or cable system, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

Section 9. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The use of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the NCC or Declarant. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration and shall draw water only from city water supplies or wells.

Section 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

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Article XIII
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

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Section 2. Amendment. Prior to the sale of the first Residential Unit, Declarant may amend this Declaration. After such sale, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as the amendment has no adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Hillsborough County, Florida. So long as there is a Class "B" membership, any amendment to the Declaration shall require the prior approval of the Veterans Administration.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own

individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

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Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, Etc. Declarant hereby reserves for itself and its designees (including, without limitation, the City of Tampa, Tampa Palms Community Development District, and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the

Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for the City of Tampa, Florida, easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to the City of Tampa, other local, state, or federal governmental entity, or to the Tampa Palms Community Development District.

Section 7. 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.

Section 8. Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

OFF 4753
P 1378

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

REC-4 753 61379

Section 10. Golf Balls. Each Unit and the Common Area and the common property of any Subdistrict or residential association is burdened with an easement permitting golf balls unintentionally to come upon the Common Area and Units immediately adjacent to the Golf Course and for golfers at reasonable times and in a reasonable manner to come upon the Common Area and the exterior portions of a Unit to retrieve errant golf balls.

Section 11. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all members of the Electoral District represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 12. Cooperation with Tampa Palms Community Development District. The Association shall have the power and is hereby authorized to contract with and to cooperate with the Tampa Palms Community Development District (TPCDD) in the discharge of their mutual responsibilities. The Association is further authorized to act on its Members' behalf in ensuring that the TPCDD level of services is consistent with the Community Wide Standard.

Article XIV
Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Residential Units in the Properties. To the extent applicable, necessary, or proper, the provisions of this Article XIV apply to both this Declaration and to the By-Laws of Tampa Palms Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

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Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 2 and 3 of this Article.

Section 2. Other Provisions for First Lien Holders.
To the extent possible under Florida law:

- (a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one (51%) percent of the votes of

Residential Units, subject to mortgages held by such eligible holders are allocated, is obtained.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the eligible holders of first mortgages on Residential Units to which at least fifty-one (51%) percent of the votes of Residential Units, subject to mortgages held by such eligible holders, are allocated.

Section 3. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 2 (a) and (b) of this Article XIV, or to the addition of land in accordance with Article VIII.

(a) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant so long as it owns any land subject to this Declaration and the approval of the eligible holders of first mortgages on units to which at least sixty-seven (67%) percent of the votes of Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant so long as it owns any land subject to this Declaration and the approval of eligible holders of first mortgages on Residential Units to which at least fifty-one (51%) percent of the votes of Residential Units subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area;

(iv) insurance or fidelity bonds;

(v) rights to use of the Common Area;

(vi) responsibility for maintenance and repair of the Properties;

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(vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;

(viii) boundaries of any Residential Unit;

(ix) leasing of Residential Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Residential Unit;

(xi) establishment of self-management by the Association where professional management has been required by an eligible holder; or

(xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Residential Units.

Section 4. Special FHLMC Provision. So long as required by The Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing three Sections of this Article. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

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

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

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area;

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

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

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The provisions of this Section 4 shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Voting Members where a larger percentage vote is otherwise required for any of the actions contained in this Section.

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

Article XV
Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Hillsborough County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without

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compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty-five (25) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

REC-4753
P1384

Article XVI
The Country Club

Section 1. Conveyance of Country Club. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of the Country Club as depicted upon the Master Land Use Plan, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Country Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Country Club by/to an independent person or entity, (b) the conversion of the Country Club membership structure to an "equity" club or similar arrangement whereby the members of the Country Club or an entity owned or controlled thereby become the owner(s) and/ or operator(s) of the Country Club, (c) the conveyance, pursuant to contract, option, or otherwise, of the Country Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant or the Country Club, or (d) the conveyance of the Country Club to the Tampa Palms Owners Association, Inc., with or without consideration and subject or not subject to a mortgage(s) or other encumbrance. As to any of the foregoing or any other alternative, no consent of the Association, any Subdistrict, or any Owner shall be required to effectuate such transfer, even in the case of a conveyance of the Country Club to the Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property.

Section 2. Rights of Access and Parking. The Country Club and its members (regardless of whether such members are

Owners hereunder), employees, agents, contractors, and designers shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel from/to the entrance within the Properties to/from the Country Club and, further, over those portions of the Properties (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Common Areas at reasonable times before, during, and after golf tournaments and other approved functions held by/at the Country Club.

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Section 3. Assessments. In consideration of the fact that the Country Club will perform certain functions within the Properties which will be of benefit to the community at large, the costs of which may not be allocable, neither the Country Club nor any of its property shall be subject to assessment hereunder or under any declaration or similar document for any association. The foregoing shall not prohibit, however, the Association from entering into a contractual arrangement with the Country Club whereby the Country Club will contribute funds for, among other things, Common Area maintenance; provided, however, no lien hereunder on the Country Club's property shall be deemed to exist as a means of enforcing any such obligations.

Section 4. Architectural Control. Neither the Association, the Modifications Committees, nor any Subdistrict or association or similar committee or board thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is adjacent to, or otherwise in the direct line of sight from the Country Club for the depth of one building lot, without giving the Country Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Country Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of the Country Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Country Club's right to object to the matter so submitted. This Section shall also apply to any work on the Common Areas hereunder or any common areas/elements of an association, if any.

Section 5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the

benefit of the Country Club, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Country Club, or in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 6. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Country Club shall cooperate to the maximum extent possible in the operation of the Properties and the Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Community Development Code and Land Use Standards.

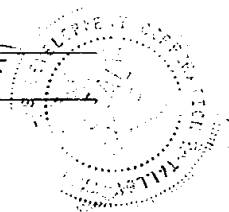
Section 7. Applicability. The Country Club shall not be deemed to be an Owner or Member as those terms are defined in this Declaration and shall only be subject to the provisions of Articles IV, XI, and this Article XVI of this Declaration. The Association shall have all enforcement powers afforded by this Declaration and at law to enforce those Articles.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 27th day of February, 1986.

TAMPA PALMS DEVELOPMENT CORPORATION, a Florida corporation

By: [Signature] President

Attest: _____



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE me personally appeared LARRY D. LARSEN and _____, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President ~~and Secretary, respectively~~, of the above-named corporation and acknowledged to and before me that they executed such instrument as President ~~and Secretary~~ of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

REC-4753 P 1386

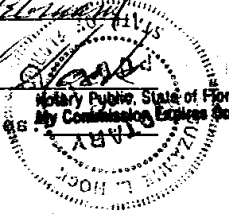
1986.

WITNESS my hand and seal this 27th day of February

[SEAL]

0850g

Elizabeth L. Hook
NOTARY PUBLIC
My Commission Expires



REC-4753 81387

EXHIBIT "A"
Land Initially Submitted

TAMPA PALMS UNIT 1A as recorded in Plat Book 57, Pages 1-1 through 1-3 inclusive. Containing 42.14 acres, more or less.

ALSO

TAMPA PALMS UNIT 1B as recorded in Plat Book 57, Pages 2-1 through 2-10 inclusive. Containing 368.06 acres, more or less.

ALSO

Lots 1-16, Block 148; Lots 1-7, Block 149; Lots 1-27, Block 150; Lots 1-39, Block 151; Lots 1-16, Block 152; Lots 1-8, Block 153; Tract "A"; Tract "B"; Tract "G"; Tract "J"; Tract "K" and Tract "L" of TAMPA PALMS UNIT 3 as recorded in Plat Book 57, Pages 47-1 through 47-8 inclusive.

All of the above recorded in the Public Records of Hillsborough County, Florida.

REC 4753 21388

EXHIBIT "B"

Land Subject to Annexation

REC-753 P1389

The East $\frac{3}{4}$ of Section 21; the West $\frac{1}{2}$ and the Southeast $\frac{1}{4}$ of Section 22; the South $\frac{1}{2}$ of Section 23; the South $\frac{1}{2}$ of Section 24; all of Sections 25, 26 and 27 and the East $\frac{1}{2}$ of Section 28; the East $\frac{1}{2}$ of Section 33; all of Sections 34 and 35; the West $\frac{1}{2}$, the Northeast $\frac{1}{4}$ and that part of the Southeast $\frac{1}{4}$ lying North of the Hillsborough River in Section 36; all of the foregoing being in Township 27 South, Range 19 East, all lying and being in Hillsborough County, Florida.

ALSO

All of Section 1 lying North of the Hillsborough River; all of North $\frac{1}{2}$ of Section 2 lying North and West of the Hillsborough River; all of the North $\frac{1}{2}$ of Section 3, less the South $\frac{1}{2}$ of Governments Lots 3 and 4; all of the Northeast $\frac{1}{4}$ of Section 4, less the South $\frac{1}{2}$ of Government Lots 1 and 2; all of the foregoing lying in Township 28 South, Range 19 East, all lying and being in Hillsborough County, Florida.

LESS AND EXCEPT:

That part of Sections 24, and 25, Township 27 South, Range 19 East, Hillsborough County, Florida, described as follows: Commence at the Southeast corner of said Section 25 for the POINT OF BEGINNING: thence N $00^{\circ}25'28''$ E along the East boundary of said Section 25 a distance of 2617.13 feet to the Northeast corner of the SE $\frac{1}{4}$; thence N $01^{\circ}21'46''$ W along the East boundary of said Section 25 a distance of 2715.07 feet to the Northeast corner thereof; thence N $00^{\circ}25'03''$ E along the East boundary of said Section 24 a distance of 2664.72 feet to the Northeast corner of the South $\frac{1}{2}$ of said Section 24; thence N $89^{\circ}27'50''$ W along the North boundary of the South $\frac{1}{2}$ of said Section 24 a distance of 4494.89 feet; thence S $00^{\circ}35'04''$ W a distance of 420.87 feet; thence S $10^{\circ}37'07''$ E a distance of 1366.34 feet; thence S $00^{\circ}35'04''$ W a distance of 876.88 feet to a point on the South boundary of said Section 24; thence S $00^{\circ}35'04''$ W a distance of 4399.76 feet; thence S $50^{\circ}31'25''$ E a distance of 1435.33 feet to a point on the South boundary of said Section 25; thence S $88^{\circ}28'49''$ E along the South boundary of said Section 25 a distance of 3220.04 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

That part of Section 36, Township 27 South, Range 19 East, Hillsborough County, Florida lying North and East of centerline of Trout Creek.

ALSO LESS AND EXCEPT

That part of Section 36, Township 27 South, Range 19 East, Hillsborough County, Florida, lying South of Trout Creek, North of the Hillsborough River AND Northeasterly of the following described line:

Commence at the Northwest corner of said Section 36, run thence S 88°28'49" E along the North boundary of said Section 36, a distance of 2071.95 feet to the Point of Beginning; thence S 50°31'25" E a distance of 1310.59 feet to the beginning of a curve, concave southwesterly, having a central angle of 37°15'04" and a radius of 5,780.00 feet; thence Southeasterly along the arc of said curve, an arc distance of 3757.90 feet (chord distance of 3692.06 feet and chord bearing of S 31°53'53" E) to the North bank of the Hillsborough River and the Point of Termination.

ALSO LESS AND EXCEPT:

(A) That part of Section 23, 26, 27, 33 and 34, Township 27 South, Range 19 East deeded to the State of Florida for road right of way for State Road S-581 by instruments recorded in Official Record Book 227 on Page 707, in Official Record Book 226 on Page 556, and in Official Record Book 241 on Page 76 of the Public Records of Hillsborough County, Florida.

(B) That part of Sections 21, 22, 26, 27, 35 and 36 Township 27 South, Range 19 East, condemned for transmission lines by Tampa Electric Company in Suit Number 41987-L Circuit Court Hillsborough County, Florida.

(C) That part of Sections 26, 27, 35 and 36, Township 27 South, Range 19 East, conveyed to County of Hillsborough for use and benefit of Road Department by instruments recorded September 3, 1965, in Official Record Book 1501 on Page 480, and in Official Record Book 1501 on Page 482 of the Public Records of Hillsborough County, Florida.

ALSO LESS AND EXCEPT:

A parcel of land in the West one-half of the Southwest one-quarter of Section 24, Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 24; said corner being marked by a 3" iron pipe; run thence South 00°19'32" West along the West boundary of said Section 24 for a distance of 2632.49 feet to the West quarter corner of said Section 24 and the POINT OF BEGINNING of the parcel of land hereinafter described; run thence South 89°27'50" East, along the Quarter section line of said Section 24, for a distance of 679.56 feet; run thence South 00°35'04" W. for a distance of 420.88 feet; run thence South 10°37'07" East for a distance of 1166.17 feet; run thence South 88°59'25" West for a distance of 898.82 feet to a point on the aforesaid West boundary line of Section 24; run thence North 00°18'32" East, along said West boundary line, for a distance of 1589.27 feet to the POINT OF BEGINNING.

AND

- 2 -

REC 4753 21390

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a parcel of land lying in the East one-half of the Southeast one-quarter of Section 23, Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 23; run thence South 00°18'32" West along the East boundary of said Section 23 for a distance of 2632.49 feet to the East quarter corner of said Section 23 and the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue South 00°18'32" West, along the East boundary of said Section 23, for a distance of 1589.27 feet; run thence South 88°59'25" West for a distance of 717.67 feet; run thence North 17°04'19" West for a distance of 354.31 feet; run thence North 13°04'19" West for a distance of 550.00 feet; run thence North 08°04'19" West for a distance of 448.12 feet; run thence North 03°11'04" West for a distance of 293.89 feet to a point on the Quarter Section line of said Section 23; run thence South 89°27'50" East, along said Quarter Section line, for a distance of 1033.83 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

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

Commence at the Southeast corner of said Section 36; thence South 89°25'23" West, along the South Boundary of said Section 36, a distance of 800.00 feet; thence N 00°46'24" W parallel to and 800.00 feet West of the East boundary of said Section 36, a distance of 1609.58 feet to the Westerly right-of-way line of proposed Interstate Highway No. 75 for the Point-of-Beginning; thence return South 0°46'24" East, a distance of 293.00 feet, more or less, to the Northerly bank of the Hillsborough River; thence Westerly, along said river bank, a distance of 170.00 feet, more or less, thence North 10°5'51" West, a distance of 451.00 feet, more or less; thence North 25°01'34" West, a distance of 1373.29 feet to the Southerly right-of-way line of a 200.00 foot Tampa Electric Company right-of-way; thence South 77°08'37" East, along said Southerly right-of-way line, a distance of 278.99 feet to said Westerly right-of-way line of Interstate Highway No. 75; thence along a curve to the right, along said Westerly right-of-way line, having a radius of 5567.58 feet, a delta of 14°12'56", an arc of 1381.35 feet, a chord of 1377.81 feet, and a chord bearing of South 23°13'45" East, to the Point-of-Beginning.

ALSO

The East 165 Ft. of the NE ¼ of SE ¼; W ½ of SE ¼; E ½ of SW ¼; SE ¼ of SE ¼ of SE ¼; NW ¼ of SE ¼ of SE ¼; and W ½ of NE ¼ of SE ¼ of SE ¼, ALL in Section 20, Township 27 South, Range 19 East; W ¼ of Section 21, Township 27 South, Range 19 East; N ½ of NW ¼ of Section 28, Township 27 South, Range 19 East, LESS road rights of way for Livingston Road and I-75, containing approximately 410 acres, m.o.l., as further shown by sketch attached hereto.

EXHIBIT "C"

Formula for Assessments and
Commercial Unit Voting Rights

REC-753 P-1392

I. ASSESSMENTS

Assessments are computed as follows: Each unimproved Unit, whether or not shown upon a recorded plat, shall be assigned one (1) point for each five thousand (5,000) square feet of land within the boundaries of that Unit as shown on a plat, excluding streets and common areas (rounded to the nearest five thousand (5,000) square feet), ("land points"). Each improved Unit (whether or not shown upon a recorded plat) shall be assigned land points as described above and, in addition, three (3) points for each five thousand (5,000) square feet of gross floor area (including everything within the outer perimeter shell of the building or buildings thereon) on the Unit (rounded to the nearest five thousand (5,000) square feet), ("building points"). "Improved Unit," as used herein, shall mean land upon which improvements intended for use and occupancy have been erected, and either a notice of completion has been filed or a certificate of occupancy has been obtained.

Total land points and building points shall be added together for all property subject to a particular assessment. The percentage of the total assessment to be levied on a particular Unit shall be computed by dividing the total points assigned to that Unit (including land points and building points) by the total points for all Units subject to assessment. For example, a one hundred thousand (100,000) square foot unimproved Unit (shown upon a recorded plat) shall have twenty (20) points. The same Unit improved with a fifty thousand (50,000) gross square foot office building shall have fifty (50) points. The point totals for each Unit and for all the Units subject to assessment and the percentage of the total assessment for each Unit shall be computed annually for each type of assessment by the Board of Directors, and notice of the percentages for each Unit (including a summary of the computations) shall be sent to each Owner together with the annual notice of assessments.

II. VOTES

Each Owner of a Commercial Unit shall be entitled to one (1) vote for each land point and to one (1) vote for each building point assigned under Paragraph I, above. Votes shall be adjusted annually. The Board of Directors shall establish

an annual cut-off date for computing assessments and voting rights and notifying Owners of their assessment obligations and voting rights.

Upon annexation of additional property, assessments and votes shall be recomputed under the above formula, and all Owners shall be notified within thirty (30) days of the recording of a declaration of annexation of their new assessment obligations and voting rights. All votes attributable to Commercial Units are weighted as computed by use of the formula herein, and voting shall not be construed to be on an equality or per capita basis.

REC 4753 P 1393

OFF REC 4754 P 0911

3

STATE OF FLORIDA	Reference: Official Record Book 4452
	Page 1217
COUNTY OF HILLSBOROUGH	Official Record Book 4753
	Page 1345

AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR TAMPA PALMS

WHEREAS, a Declaration of Restrictions for Tampa Palms dated November 20, 1984, was recorded in Official Record Book 4452, Page 1217, et seq., Hillsborough County, Florida Records. ("Original Declaration"), restricting the property described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, all or a portion of the Property has been submitted to a new Declaration of Covenants, Conditions, and Restrictions for Tampa Palms Owners Association dated Feb. 27th, 1984 and recorded in Official Record Book 4753, Page 1345 of Hillsborough County, Florida Records, ("New Declaration"); and

WHEREAS, the undersigned, being the Declarant under the Original Declaration and all of the parties for whose benefit the Original Declaration was made, desire to strike the Original Declaration in its entirety;

NOW, THEREFORE, the Original Declaration is hereby stricken in its entirety.

This Amendment shall not alter or affect the terms or validity of the New Declaration in any manner and the New

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039779

RICHARD L. AKC
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

R →

This instrument was prepared
by Robt. G. Cochran Esq.
of Macfarlane, Ferguson, Allison
& Kelly
P. O. Box 1531, Tampa, Fla. 33601

✓

OFF REC 4754 0913

EXHIBIT "A"

TAMPA PALMS UNIT 1A as recorded in Plat Book 57, Pages 1-1 through 1-3 inclusive. Containing 42.14 acres, more or less.

ALSO

TAMPA PALMS UNIT 1B as recorded in Plat Book 57, Pages 2-1 through 2-10 inclusive. Containing 368.06 acres, more or less.

ALSO

TAMPA PALMS UNIT 2 as recorded in Plat Book 57, Pages 31-1 through 31-7 inclusive. Containing 127.37 acres, more or less.

ALSO

TAMPA PALMS UNIT 3 as recorded in Plat Book 57, Pages 47-1 through 47-8 inclusive. Containing 129.64 acres, more or less.

ALSO

TAMPA PALMS UNIT 4 as recorded in Plat Book 57, Pages 48-1 through 48-10 inclusive. Containing 172.92 acres, more or less.

All of the above recorded in the Public Records of Hillsborough County, Florida.

04560

Prepared by: Return to:
William I. Livingston, Esquire
5209 Tampa Palms Boulevard
Tampa, Florida 33647

REC. 5374 1629

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TAMPA PALMS OWNERS ASSOCIATION, INC.

Tampa Palms Development Corporation, a Florida Corporation, ("Declarant"), has executed a Declaration of Covenants, Conditions and Restrictions for Tampa Palms (the "Master Declaration"), which Master Declaration was recorded in the Public Records of Hillsborough County, Florida, in Official Records Book 4753, Page 1346, et. seq. Declarant is the sole owner of the real property which is described on Exhibit "A" (the "Property"). Declarant desires to submit the Property to the Master Declaration and to impose additional and varied restrictions pertaining solely to the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall hereafter be held, sold and conveyed subject to the Master Declaration, and to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and the desirability of the Property and which shall run with the Property and shall bind all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title and assigns, and shall inure to the benefit of each owner thereof.

Article I

Definitions

All terms used in this Supplemental Declaration shall have the same meanings as set forth in the Master Declaration unless otherwise defined herein.

Article II

Use Restrictions

The Property shall be used for single family dwelling units (the "Units"), and all ancillary purposes appropriate therewith. The Property shall be used for no other purpose whatsoever. Each of the Units shall contain a minimum of 2,200 square feet of interior living space.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

1988 APR - 5 PM 3:04

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Article III

OFF. REC. 5374 1630

Maintenance of Landscape Tracts

The owner of any Unit adjacent to a landscape tract, as shown on the plat recorded for the Property, upon which a wall has been constructed, shall maintain that portion of the landscape tract immediately adjacent to the Unit and lying between the boundary of the Unit and the wall, if any, constructed on the landscape tract as if such portion of the landscape tract were part of his or her Unit. In no event, however, shall the owner of any such Unit acquire, by prescription, adverse possession or other operation of law, any right, title or interest in the portion of the landscape tract lying between the boundary of the Unit and any wall constructed on the landscape tract, absent an express written conveyance thereof.

Article IV

Amendments

This Supplemental Declaration may be amended at any time and from time to time upon approval of the owners of the majority of the Units subject hereto and the Declarant, so long as the Declarant owns any Property subject to the Master Declaration. Any such amendment shall be executed by the Declarant and shall become effective upon recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, this Supplemental Declaration is executed on this 15th day of March, 1988.

DECLARANT:

TAMPA PALMS DEVELOPMENT CORPORATION,
a Florida corporation

Margaret D. Duplita
Witness

By: William I. Livingston
President

Philip W. Clark
Witness

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me on this 15th day of March, 1988, by William I. Livingston, President of Tampa Palms Development Corporation, a Florida corporation, on behalf of the Corporation.

James M. Conner
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 29, 1991
Bonded Thru True-Tain Insurance Inc.

OFF. REC. 5374 1631

EXHIBIT "A"

Legal description of the Property. TAMPA PALMS Area 2, unit 7D, according to map or plat thereof as recorded in Plat Book ⁶⁵ Page 22, of the Public Records of Hillsborough County, Florida.

CRZ1/Gulfstream A
02/04/90

RICHARD W. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

OFF. REC. 5905 PG 1207

148
This instrument was prepared by:
ALAN J. KAZAN, ESQ.
of Weil, Gotshal & Manges
701 Brickell Avenue, Suite 2100
Miami, Florida 33131

ASSIGNMENT OF DEVELOPER'S RIGHTS

FOR VALUE RECEIVED, the undersigned, TAMPA PALMS DEVELOPMENT CORPORATION, a Florida corporation (the "Assignor"), hereby transfers and assigns to SWF SOUTH LIMITED PARTNERSHIP, a Florida limited partnership (the "Assignee"), with respect to the real property located in Hillsborough County, Florida more particularly described in Exhibits "A-1" and "A-2" attached hereto and made a part hereof (the "Property"), all of its rights, interest, powers and benefits as a developer or declarant under any Declaration of Condominium, Declaration of Covenants and Restrictions, Developer Agreement, rights of or reservations unto the grantor under any deed or easement, or any similar instrument affecting all or any portion of the Property, if any (collectively, the "Developer Agreements") including, without limitation, all rights of Assignor as Declarant under:

(i) that certain Declaration of Covenants, Conditions and Restrictions for TAMPA PALMS OWNERS ASSOCIATION, INC. recorded in Official Records Book 4753 at Page 1345, amended in Official Records Book 4754 at Page 911, supplemented in Official Records Book 4754 at Page 925, supplemented in Official Records Book 5247 at Page 218, supplemented in Official Records Book 5247 at Page 221, supplemented in Official Records Book 5420 at Page 765, supplemented in Official Records Book 5510 at Page 1725, supplemented in Official Records Book 5672 at Page 775, supplemented in Official Records Book 5730 at Page 237, all of the Public Records of Hillsborough County, Florida, and the Articles of Incorporation and the By-Laws of the TAMPA PALMS OWNERS ASSOCIATION, INC.; and

(ii) that certain Declaration of Covenants, Conditions and Restrictions for THE RESERVE HOMEOWNERS ASSOCIATION, INC. recorded in Official Records Book 5241 at Page 1825 of the Public Records of Hillsborough County, Florida, and the Articles of Incorporation and By-Laws of THE RESERVE HOMEOWNERS ASSOCIATION, INC.; and

(iii) Agreement recorded on February 24, 1989 in Official Records Book 5626 at Page 1410 of the Public Records of Hillsborough County, Florida; and

(iv) all amendments to the foregoing.

TOGETHER WITH all of Assignor's interest in any corporations, associations or equivalent entities that may now or hereafter own or manage any common areas or facilities located on the Property, and the uses, benefit and proceeds of, or incident to, such rights, interests, powers and benefits, and further together with all proceeds, profits, income and all other sums of money, principal, interest or otherwise, now or hereafter payable to Assignor arising out of or in connection with the Developer Agreements.

Assignor warrants and represents to Assignee that Assignor has full right and authority to make this Assignment and vest in Assignee the rights, interests, powers and benefits hereby assigned.

Assignor agrees to indemnify and hold Assignee harmless against any claims, liabilities, costs or expenses arising out of breaches or claims or breaches by Assignor, under the Developer Agreements, prior to the date of this Assignment.

By accepting this Assignment, Assignee does not assume and shall not be deemed to have assumed any of the obligations and liabilities of Assignor under any of the Developer Agreements.

1990 FEB 16 PM 3:21

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the 9th day of February, 1990.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

ASSIGNOR:

TAMPA PALMS DEVELOPMENT CORPORATION, a Florida corporation

By: [Signature]
President

ASSIGNEE:

SWF SOUTH LIMITED PARTNERSHIP, a Florida limited partnership

By: TAMFLA I CORP., a Florida corporation

By: [Signature]
Vice President

By: SWF TAMPA SOUTH DEVELOPMENT CORP., a Florida corporation

By: [Signature]
Vice President

[Signature]
[Signature]

[Signature]
[Signature]

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared William L. [Signature] as President of TAMPA PALMS DEVELOPMENT CORPORATION, a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed, on behalf of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 9th day of February, 1990.

[Signature]
NOTARY PUBLIC, STATE OF NEW YORK

My Commission Expires:

12 MOY
NOTARY PUBLIC, State of New York
NO. 4954505
Qualified in New York County
Commission Expires August 14, 1991



STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Susan Dollinger, as Vice President of TAMFLA I CORP., a Florida corporation, and Steven B. Atwater, as Vice President of SWF TAMPA SOUTH DEVELOPMENT CORP., a Florida corporation, each to me known to be the persons described in and who executed the foregoing instrument and each acknowledged before me that she/he executed same for the purposes therein expressed, on behalf of said corporations as general partners of SWF SOUTH LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of said partnership.

WITNESS my hand and official seal in the State and County aforesaid this 7th day of February, 1990.

My Commission Expires:

Gladys Rosado

NOTARY PUBLIC
State of New York

GLADYS ROSADO
NOTARY PUBLIC, State of New York
No. 31-4911622
Qualified in New York County
Commission Expires November 9, 19__

TAMPA PALMS AREA II TAMPA PALMS 28 - Unit 2 (PARCEL IV)

Lot 1, and Lots 3 through 24 inclusive, Block 1, and Lots 1 through 18, inclusive, Block 2, all in Tampa Palms 28 Unit 2. A Replat of a portion of Tampa Palms - Unit 2, according to the plat thereof recorded in Plat Book 67, page 36, of the Public Records of Hillsborough County, Florida, lying in Section 36, Township 27 South, Range 19 East, Hillsborough County, Florida.

TAMPA PALMS AREA 1; TAMPA PALMS Unit 4C (PARCEL V)

DESCRIPTION: A parcel of land lying in Sections 34 and 35, Township 27 South, Range 19 East, and Sections 2 and 3, Township 28 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of said Section 35, run thence S.00°31'21"W., 4552.57 feet along the West boundary of said Section 35; thence S.55°00'00"E., 367.12 feet to the POINT OF BEGINNING; thence EAST, 520.20 feet; thence S.38°38'22"W., 376.02 feet; thence S.25°00'00"E., 250.00 feet; thence S.22°00'00"W., 127.00 feet; thence N.65°00'00"W., 225.00 feet; thence N.46°00'00"W., 150.00 feet; thence N.88°00'00"W., 125.00 feet; thence N.54°00'00"W., 200.00 feet; thence S.31°00'00"W., 175.10 feet; thence S.35°00'00"E., 181.12 feet; thence S.58°00'00"W., 625.00 feet; thence N.81°00'00"W., 175.00 feet; thence NORTH, 210.00 feet; thence N.53°00'00"W., 355.00 feet; thence S.80°40'00"W., 200.00 feet; thence S.38°30'00"W., 215.00 feet; thence S.75°36'00"W., 237.00 feet; thence N.65°00'00"W., 188.00 feet; thence N.13°49'00"W., 400.00 feet; thence N.53°00'00"E., 347.55 feet; thence N.50°00'00"W., 198.35 feet; thence N.25°43'00"E., 376.00 feet; thence N.84°50'00"E., 192.00 feet; thence S.58°52'00"E., 238.00 feet; thence S.09°00'00"E., 320.00 feet; thence S.18°00'00"W., 208.00 feet; thence N.85°44'00"E., 490.00 feet; thence N.55°40'00"E., 511.00 feet; thence N.88°29'22"E., 115.00 feet; thence S.56°12'54"E., 289.00 feet; thence N.52°33'00"E., 200.00 feet to the POINT OF BEGINNING.

TAMPA PALMS AREA 1: TAMPA PALMS Unit 2E (PARCEL 47)

DESCRIPTION: Lot 1 of Tampa Palms Unit 2E, according to the plat thereof recorded in Plat Book 57, page 9, of the Public Records of Hillsborough County, Florida, lying in Section 36, Township 27 South, Range 19 East, Hillsborough County, Florida.

TAMPA PALMS AREA 1: TAMPA PALMS 4A - Unit 2 (PARCEL 47D)

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

From the Northwest corner of said Section 35, run thence along the West boundary of said Section 35, S.00°51'21"W., 539.25 feet to a point on a curve of the Southerly right-of-way line of Tampa Palms Boulevard, as recorded in Plat Book 57, Page 31, of the Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line the following three (3) courses: 1) Southeasterly, 433.43 feet along the arc of a curve to the right having a radius of 1060.22 feet and a central angle of 23°41'37" (chord bearing S.70°04'36"E., 435.32 feet) to a point of tangency; 2) S.59°13'43"E., 972.87 feet to a point of curvature; 3) Southeasterly, 752.60 feet along the arc of a curve to the left having a radius of 2160.00 feet and a central angle of 19°57'43" (chord bearing S.65°12'42"E., 743.80 feet) to a point of compound curvature and the POINT OF BEGINNING; thence Easterly, 683.45 feet along the arc of a curve to the left having a radius of 1110.00 feet and a central angle of 35°32'18" (chord bearing N.33°02'15"E., 677.51 feet) to a point on the Westerly boundary of TAMPA PALMS UNIT 2A, A REPLAT OF A PORTION OF TAMPA PALMS - UNIT 2, as recorded in Plat Book 63, Page 31, of the Public Records of Hillsborough County, Florida; thence along said Westerly boundary the following seven (7) courses: 1) S.26°15'45"E., 217.02 feet; 2) S.54°53'53"E., 179.49 feet; 3) S.06°07'25"E., 38.24 feet; 4) S.27°53'41"E., 115.19 feet; 5) S.47°43'13"E., 347.65 feet; 6) S.22°45'52"E., 145.18 feet; 7) S.26°03'13"E., 225.00 feet; thence S.66°35'13"W., 143.49 feet; thence S.86°15'02"W., 150.20 feet; thence S.20°11'43"W., 185.81 feet; thence S.60°22'19"W., 154.12 feet; thence S.18°23'56"E., 169.27 feet; thence S.71°05'07"W., 247.45 feet; thence S.61°18'41"W., 724.19 feet; thence S.79°34'35"W., 258.50 feet; thence N.57°13'51"W., 217.35 feet; thence S.87°24'07"W., 215.17 feet; thence N.56°50'37"W., 200.00; thence N.34°06'48"W., 84.25 feet to a point on the Easterly boundary of TAMPA PALMS 4A - UNIT 1, A REPLAT OF A PORTION OF TAMPA PALMS - UNIT 4, as recorded in Plat Book 63, Page 30, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary the following thirteen courses: 1) N.47°05'20"E., 278.33 feet to a point on a curve; 2) Northwesterly, 69.52 feet along the arc of a curve to the right having a radius of 675.00 feet and a central angle of 65°54'05" (chord bearing N.33°54'33"W., 69.48 feet) to a point of reverse curvature; 3) continue Northwesterly, 122.34 feet along the arc of a curve to the left having a radius of 375.00 feet and a central angle of 18°41'33" (chord bearing N.45°13'23"W., 121.80 feet); 4) N.34°20'50"E., 242.15 feet; 5) N.33°18'33"W., 31.30 feet; 6) N.39°33'46"E., 255.08 feet; 7) N.19°13'02"W., 105.24 feet; 8) N.42°31'30"E., 79.78 feet; 9) N.39°33'45"E., 230.70 feet; 10) N.30°57'12"E., 163.54 feet; 11) N.37°55'54"E., 143.44 feet; 12) N.25°00'00"E., 125.00 feet; 13) N.12°35'07"E., 178.81 feet to the POINT OF BEGINNING, LESS that portion lying within the boundaries of Tampa Palms - Unit 2, according to the plat thereof recorded in Plat Book 65, page 1, of the Public Records of Hillsborough County, Florida.

TAMPA PALMS AREA 1; VARIOUS LOTS IN AREA 1 (PARCEL ID)

Lots 1, 2, and 3 in Block 1; Lots 1, 2, 3 and 4 in Block 2; Lots 6, 7, 9, and 10 in Block 3; Lots 6 and 10 in Block 4; Lot 4 in Block 5; all in TAMPA PALMS UNIT 2A, a Replat of a Portion of Tampa Palms Unit 2, according to map or plat thereof recorded in Plat Book 63, Page 31, of the Public Records of Hillsborough County, Florida.

Lot 2 in Block 1; Lots 1, 4, 5, 6, 7, 8, 9, 14 and 16 in Block 2; Lots 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, and 24 in Block 3; Lots 1 through 6, inclusive; and Lots 8, 10, 12 through 16 inclusive, 19 through 23, inclusive, 24, 27, 28, 30 and 31 in Block 4; all in TAMPA PALMS 2B - UNIT 1, according to map or plat thereof recorded in Plat Book 63, Page 29, of the Public Records of Hillsborough County, Florida.

TAMPA PALMS AREA 1; VARIOUS LOTS IN AREA 1 PARCEL 00
(CONTINUED)

Lots 1 through 7, inclusive in Block 1; Lots 1 through 5, inclusive in Block 2; Lot 1 in Block 4 LESS that part described in Deed recorded January 28, 1988 in Official Records Book 5328 on Page 95, of the Public Records of Hillsborough County, Florida; Lots 3 through 8, inclusive, and Lots 10 and 11 in Block 4; Lot 8 and the South 1/2 of Lot 9 in Block 5; Lots 1 through 9, inclusive, in Block 6, LESS

DESCRIPTION: Lot 3 and part of Lot 4, Block 6, TAMPA PALMS 4A - UNIT 1, according to map or plat thereof as recorded in Plat Book 63, Page 30, Public Records of Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 3; thence along the North boundary of said Lot 3, S. 67° 52' 53" E., 151.40 feet to the Northeast corner of said Lot 3; thence S. 17° 38' 42" E., 205.50 feet to a point on the Northerly right-of-way line of MAC LAURIN DRIVE; thence Southwesterly along the Northerly right-of-way line of MAC LAURIN DRIVE and a curve concave to the Northwest having a radius of 425.00 feet and a central angle of 81° 20' 33", an arc distance of 10.00 feet (chord bearing S. 44° 22' 59" W., - chord distance 10.00 feet); thence continue along said right-of-way line on a curve concave to the North having a radius of 25.00 feet and a central angle of 83° 37' 14" an arc distance of 38.48 feet (chord bearing S. 85° 41' 10" W., - chord distance 33.33 feet) to the point of tangency; thence N. 52° 30' 13" W., 13.72 feet along the Northerly right-of-way of WINDHAM PLACE to a point of curvature; thence Northwesterly along the Northerly right-of-way of WINDHAM PLACE and a curve concave to the Southwest having a radius of 418.86 feet and a central angle of 27° 50' 29", an arc distance of 199.63 feet (chord bearing N. 66° 25' 27" W., - chord distance 197.69 feet) to the Southwest corner of said Lot 3; thence N. 09° 19' 12" E., 177.57 feet along the common line between Lots 2 and 3 to the Northwest corner of said Lot 3 and the POINT OF BEGINNING.

AND LESS

Part of Lot 7, Block 6 of TAMPA PALMS 4A - UNIT 1, according to map or plat thereof as recorded in Plat Book 63 on Page 30 of the public records of Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the east Northerly corner of said Lot 7, run thence along the Northeast boundary of said Lot 7, S. 21 deg. 20 min. 10 sec. E., 170.00 feet to the east Easterly corner of said Lot 7; thence along the Southeast boundary of said Lot 7, S. 68 deg. 39 min. 50 sec. W., 66.66 feet; thence along a line 66.66 feet Southwesterly of and parallel with the aforesaid Northeast boundary of Lot 7, N. 21 deg. 20 min. 10 sec. W., 170.00 feet to a point on the Northwest boundary of said Lot 7; thence along said Northwest boundary, N. 68 deg. 39 min. 50 sec. E., 66.66 feet to the BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Part of Lot 8, Block 6 of TAMPA PALMS 4A - UNIT 1, according to map or plat thereof as recorded in Plat Book 63 on Page 30 of the public records of Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the west Westerly corner of said Lot 8, run thence along the Northwest boundary of said Lot 8, N. 68 deg. 39 min. 50 sec. E., 91.67 feet; thence along a line 91.67 feet Northeastly of and parallel with the Southwesterly boundary of said Lot 8, S. 21 deg. 20 min. 10 sec. E., 170.00 feet to the point on the Southeast boundary of said Lot 8; thence along said Southeast boundary of Lot 8, S. 68 deg. 39 min. 50 sec. W., 91.67 feet to the east Southerly corner of said Lot 8; thence along the aforesaid Southwesterly boundary of Lot 8, N. 21 deg. 20 min. 10 sec. W., 170.00 feet to the BEGINNING.

Lot 1 in Block 7; Lots 1 through 7, inclusive in Block 8; Lots 1, 3, and 5 through 10, inclusive, and Lots 18 through 22, inclusive in Block 9; Lots 2, 9, 10, 11, and 15 in Block 10, all in TAMPA PALMS 4A UNIT 1, a Replat of a Portion of Tampa Palms Unit 4, according to map or plat thereof recorded in Plat Book 63, page 30, of the Public Records of Hillsborough County, Florida.

TAMPA PALMS AREA 2 (PARCEL 7)

DESCRIPTION: A parcel of land lying in Sections 21, 22, 27, 28, 33, and 34, Township 27 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of the Northwest 1/4 of said Section 34, run thence S.85°20'51"E., 1124.78 feet along the North boundary of said Northwest 1/4 of Section 34 to a point on the Northwestly right-of-way line of County Road No. 581, said point also being the POINT OF BEGINNING; thence along said Northwestly right-of-way line S.41°43'50"W., 5553.65 feet to a point on the West boundary of the East 1/2 of the aforesaid Section 33; thence along said West boundary of the East 1/2 of Section 33, N.00°58'22"E., 4437.65 feet to the Northwest corner of said East 1/2 of Section 33; thence along the West boundary of the East 1/2 of the aforesaid Section 28, N.00°43'03"E., 5290.63 feet to the Northwest corner of said East 1/2 of Section 28; thence along the South boundary of the Southwest 1/4 of the Southwest 1/4 of the aforesaid Section 21, N.65°56'27"W., 1350.15 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4 of Section 21; thence along the West boundary of said Southeast 1/4 of the Southwest 1/4 of Section 21, N.00°01'33"E., 230.11 feet to a point on the Southerly boundary of a 200 foot wide Tampa Electric Company right-of-way as described in Official Record Book 1157, Page 783, of the Public Records of Hillsborough County, Florida; thence along said Southerly boundary the following two (2) courses: 1) S.66°56'22"E., 3880.94 feet; 2) S.47°21'09"E., 4804.25 feet to point on the aforesaid Northwestly right-of-way line of County Road No. 581; thence along said Northwestly right-of-way line, S.41°43'50"W., 3208.50 feet to the POINT OF BEGINNING.

LESS the following:

TAMPA PALMS, AREA 2 - UNIT 5A, according to map or plat thereof as recorded in Plat Book 62, Page 10, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS the following:

TRACT 7B of TAMPA PALMS AREA 2 UNIT 6A/7B, according to map or Plat thereof as recorded in Plat Book 63, Page 27, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS the following:

A portion of TRACT 6A of TAMPA PALMS AREA 2 UNIT 6A/7B, according to map or Plat thereof as recorded in Plat Book 63, Page 27, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

A parcel of land lying in the Southwest 1/4 of Section 27 and the northwest 1/8 of Section 34, Township 27 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Southwest 1/4 of Section 27, run thence S.85°20'51"E., 273.53 feet along the South boundary of said Southwest 1/4 of Section 27, to the POINT OF BEGINNING; thence N.66°01'30"E., 110.02 feet to a point on a curve; thence along a curve 100.00 feet Southeastly of and concentric with the centerline of Tampa Palms Boulevard as shown on the plat of TAMPA PALMS - AREA 2 - UNIT 5A as recorded in Plat Book 62, Page 10 of the Public Records of Hillsborough County, Florida, Southeastly, 131.87 feet along the arc of a curve to the left having a radius of 2100.00 feet and a central angle of 03°35'53" (chord bearing S.46°28'14"E., 131.85 feet to a point of tangency, thence along a line 100 feet Southeastly, of and parallel with said centerline of Tampa Palms Boulevard, S.48°16'10"E., 284.22 feet; thence S.15°34'33"W., 21.23 feet; thence S.25°58'14"W., 59.02 feet; thence S.16°54'55"W., 35.25 feet; thence S.22°58'33"W., 33.10 feet; thence S.28°52'31"W., 30.37 feet; thence S.28°14'18"W., 17.46 feet; thence S.65°13'18"W., 32.30 feet; thence S.25°12'52"E., 67.14 feet; thence S.83°30'19"W., 396.98 feet; thence N.20°57'20"E., 89.29 feet; thence N.11°26'28"E., 41.47 feet; thence N.10°23'14"E., 50.27 feet; thence N.17°20'50"W., 76.26 feet; thence N.17°19'03"W., 56.41 feet; thence N.39°51'01"W., 47.97 feet; thence N.14°34'10"E., 50.99 feet; thence N.11°35'16"W., 29.34 feet; thence N.46°11'14"E., 145.32 feet to the POINT OF BEGINNING.

TAMPA PALMS AREA 1 (PARCEL 10)
(CONTINUED)
AND LESS

DESCRIPTION: A parcel of land lying in the Southwest 1/4 of Section 27 and the Southeast 1/4 of Section 28, Township 27 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Southwest 1/4 of Section 27, run thence along the South boundary of said Southwest 1/4 of Section 27, S.89°20'51"E., 1124.78 feet to a point on the Northwesterly right-of-way line of County Road No. 581 as shown on the plat of TAMPA PALMS - AREA 2 - UNIT 5A as recorded in Plat Book 67, Page 10, of the Public Records of Hillsborough County, Florida; thence along said Northwesterly right-of-way line, also being the Southeasterly boundary of said TAMPA PALMS - AREA 2 - UNIT 5A, N.41°43'50"E., 488.91 feet to the POINT OF BEGINNING; thence along the Northeastly boundary of said TAMPA PALMS - AREA 2 - UNIT 5A, N.48°16'10"W., 1111.82 feet; thence along the Northwesterly boundary of said TAMPA PALMS - AREA 2 - UNIT 5A, S.69°30'24"W., 627.12 feet to a point on a curve; thence Northwesterly, 413.89 feet along the arc of a curve to the right having a radius of 1340.00 feet and a central angle of 12°13'26" (chord bearing N.18°22'53"W., 413.11 feet) to a point of tangency; thence N.08°16'10"W., 230.00 feet to a point of curvature; thence Northerly, 161.27 feet along the arc of a curve to the right having a radius of 840.00 feet and a central angle of 11°00'00" (chord bearing N.02°46'10"W., 161.02 feet); thence S.87°16'10"E., 52.52 feet; thence S.07°00'00"E., 292.51 feet; thence N.79°00'00"E., 350.00 feet; thence N.51°27'34"E., 415.00 feet; thence S.55°00'00"E., 168.50 feet; thence S.15°00'00"W., 177.90 feet; thence S.60°00'00"W., 225.00 feet; thence SOUTH, 75.00 feet; thence N.75°00'00"E., 200.00 feet; thence S.55°00'00"E., 105.00 feet; thence S.77°00'00"E., 465.00 feet; thence S.35°00'00"E., 74.47 feet; thence S.75°00'00"E., 176.08 feet; thence N.30°07'00"E., 280.00 feet; thence S.75°00'00"E., 285.00 feet to a point on the aforesaid Northwesterly right-of-way line of County Road No. 581; thence along said Northwesterly right-of-way line, S.41°43'50"W., 1080.00 feet to the POINT OF BEGINNING.

AND LESS

DESCRIPTION: A parcel of land lying in the West 1/2 of Section 27 and the East 1/2 of Section 28, Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 27, run thence along the West boundary of said Section 27, N.00°14'25"W., 1752.23 feet to the POINT OF BEGINNING; thence S.20°00'00"W., 45.12 feet; thence N.23°16'10"W., 63.45 feet to a point on a curve; thence Northeast, 806.34 feet along the arc of a curve to the right having a radius of 840.00 feet and a central angle of 11°00'00" (chord bearing N.34°13'50"E., 775.74 feet) to a point of tangency; thence N.61°43'50"E., 100.00 feet to a point of curvature; thence Northeast, 925.72 feet along the arc of a curve to the left having a radius of 1360.00 feet and a central angle of 39°00'00" (chord bearing N.42°12'50"E., 907.95 feet); thence N.82°10'09"E., 285.65 feet; thence N.43°00'00"E., 305.28 feet; thence N.43°00'00"E., 260.00 feet; thence S.43°00'00"E., 210.00 feet; thence S.17°13'30"W., 150.00 feet; thence S.32°09'30"W., 92.67 feet; thence S.37°50'30"E., 52.17 feet; thence S.43°58'00"E., 87.92 feet; thence S.32°29'00"E., 87.92 feet; thence S.63°15'30"W., 116.42 feet to a point on a curve; thence Southeast, 109.43 feet along the arc of a curve to the right having a radius of 325.00 feet and a central angle of 19°17'30" (chord bearing S.17°05'45"E., 108.91 feet); thence N.82°33'00"E., 110.00 feet; thence S.67°27'00"E., 700.00 feet; thence S.13°00'00"W., 179.07 feet; thence S.24°00'00"E., 216.87 feet; thence S.12°00'00"E., 215.00 feet; thence S.82°00'00"W., 145.00 feet; thence N.65°00'00"W., 230.00 feet; thence N.40°00'00"W., 190.00 feet; thence N.73°00'00"W., 555.00 feet; thence N.08°00'00"W., 138.28 feet; thence N.83°18'13"W., 279.94 feet; thence S.13°05'31"W., 190.04 feet; thence S.51°27'34"W., 299.58 feet; thence N.41°00'00"W., 310.87 feet; thence N.59°00'00"W., 265.00 feet; thence WEST, 130.00 feet; thence S.20°00'00"W., 171.98 feet to the POINT OF BEGINNING.

TAMPA PALMS AREA 3 PARCEL 30
(CONTINUED)

AND LESS

Post 7 D

DESCRIPTION: A parcel of land lying in the West 1/2 of Section 27 and the East 1/2 of Section 28, Township 27 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of said West 1/2 of Section 27, run thence S.0074'28"W., 2435.09 feet along the West boundary of said West 1/2 of Section 27 to the POINT OF BEGINNING; thence N.7500'00"E., 887.84 feet; thence S.8308'40"E., 159.50 feet to a point on a curve; thence Southwesterly, 827.81 feet along the arc of a curve to the right having a radius of 1380.00 feet and a central angle of 34°52'30" (chord bearing S.4477'35"W., 815.09 feet) to a point of tangency; thence S.61'43'50"W., 100.00 feet to a point of curvature; thence Southwesterly, 859.73 feet along the arc of a curve to the left having a radius of 840.00 feet and a central angle of 45°00'00" (chord bearing S.3873'50"W., 642.91 feet); thence N.7376'10"W., 120.00 feet to a point on a curve; thence Southwesterly, 50.27 feet along the arc of a curve to the left having a radius of 960.00 feet and a central angle of 03°00'00" (chord bearing S.1573'50"W., 50.26 feet); thence N.7500'00"W., 1200.00 feet; thence N.8000'00"W., 750.00 feet; thence N.1500'00"W., 600.00 feet; thence N.8500'00"E., 700.00 feet; thence S.6500'00"E., 1100.00 feet; thence N.7500'00"E., 478.05 feet to the POINT OF BEGINNING.

TAMPA PALMS AREA 1 (PARCEL X)
(CONTINUED)

AND LESS

That certain parcel of land, lying in and being part of Section 27, Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 27; thence N 00°16'40" E on the East boundary thereof, a distance of 592.46 feet to its intersection with the Southwesterly right-of-way line of that certain 200 foot wide Tampa Electric Company (TECO) right-of-way condemned for Transmission Line by Final Judgment, bearing date the 12th of August, 1963, under Circuit Court Case No. 41987-L and recorded in Minute Book 165, Page 1006 through 1010 in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida; thence on said Southwesterly TECO right-of-way line, N 47°20'43" W, a distance of 349.00 feet; thence continuing on said right-of-way line, N 47°18'45" W, a distance of 1945.46 feet to the POINT OF BEGINNING; thence departing said right-of-way S 41°43'50" W, a distance of 45.00 feet; thence S 47°18'45" E, a distance of 50.00 feet; thence S 41°43'50" W, a distance of 208.71 feet; thence N 47°18'45" W, a distance of 208.74 feet; thence N 41°43'50" E, a distance of 45.00 feet; thence N 47°18'45" W, a distance of 50.00 feet; thence N 41°43'50" E, a distance of 208.71 feet, to a point on the aforesaid Southwesterly TECO right-of-way line; thence S 47°18'45" E, on said right-of-way line a distance of 208.74 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

That certain parcel of land, lying in and being part of Section 27, Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 27; thence run along the east section line thereof, N 00°16'40" E on the East boundary thereof, a distance of 592.46 feet to its intersection with the Southwesterly right-of-way line of that certain 200 foot wide Tampa Electric Company (TECO) right-of-way condemned for Transmission Line by Final Judgment, bearing date the 12th of August, 1963, under Circuit Court Case No. 41987-L and recorded in Minute Book 165, Page 1006 through 1010 in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida; thence on said Southwesterly TECO right-of-way line, N 47°20'43" W, a distance of 349.00 feet; thence continuing on said right-of-way line, N 47°18'45" W, a distance of 1895.46 feet; thence leaving said right-of-way, run S 41°43'50" W, a distance of 45.00 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S 41°43'50" W, a distance of 208.71 feet; thence N 47°18'45" W a distance of 208.74 feet; thence N 41°43'50" E, a distance of 208.71 feet to a point lying 45.00 feet Southwesterly of, as measured at right angles to, the aforementioned Southwesterly TECO right-of-way line, thence S 47°18'45" E parallel to said TECO right-of-way, a distance of 208.74 feet to the POINT OF BEGINNING.

AND LESS

Tract 6B of Tampa Palms Area 2 Unit 6B/7A, according to the Plat thereof recorded in Plat Book 65, page 3, of the Public Records of Hillsborough County, Florida.

TAMPA PALMS AREA 3 PARCEL 2
(CONTINUED)

AND LESS

Lots 3, 6, 7, 8 and 12, Block 1; Lots 11, 12, 13, 16, 20,
23, 24, 25, 26, 27, 28 and 29, Block 2; Lots 6, 8, 9 and 10,
Block 3; Lots 2, 7, 8, 11, 17, 20, 21, 22, 23, 26 and 27,
Block 4; Lots 2, 3, 4, 6, 8, 9, 10 and 11, Block 5; Lots 1,
2, 4, 5 and 13, Block 6, of TAMPA PALMS AREA 2, UNIT 7C,
according to map or plat thereof as recorded in Plat
Book 65, Page 20, of the Public Records of Hillsborough
County, Florida.

TAMPA PALMS AREA 4 (PARCEL XII)

DESCRIPTION: A parcel of land lying in Sections 21, 22, 23, 25 and 27, Township 27 South, Range 18 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 22, run thence along the North boundary of the Northwest 1/4 of said Section 22, S.89°45'09"E., 2653.35 feet to the Northeast corner of said Northwest 1/4 of Section 22; thence along the East boundary of said Northwest 1/4 of Section 22, S.00°04'06"W., 2540.14 feet to the center of said Section 22; thence along the North boundary of the Southeast 1/4 of said Section 22, S.89°53'54"E., 2559.55 feet to the Northeast corner of said Southeast 1/4 of Section 22; thence along the North boundary of the South 1/2 of the aforesaid Section 23, S.89°30'00"E., 2622.71 feet to a point on the Northwest, right-of-way line of the Northwest Frontage Road of Interstate Highway No. 75 at County Road No. 581; thence along said Northwest, right-of-way line the following four (4) courses: 1) S.39°27'45"W., 435.57 feet; 2) S.41°45'14"W., 298.06 feet to a point of curvature; 3) Southwesterly, 150.54 feet along the arc of a curve to the left having a radius of 115.00 feet and a central angle of 90°00'00" (chord bearing S.03°14'46"E., 152.53 feet) to a point of tangency; 4) S.45°14'45"E., 3.00 feet to a point on the Northwest, right-of-way line of County Road No. 581; thence along said Northwest, right-of-way line of County Road No. 581, S.41°43'09"W., 5203.53 feet to the most Easterly corner of the property described in Official Record Book 4652, Page 0334, of the Public Records of Hillsborough County, Florida; thence along the Northeast, right-of-way boundary of said property, N.48°16'51"W., 295.00 feet; thence along the Northeast, right-of-way boundary of said property, S.41°43'09"W., 222.93 feet to a point on the Northeast, right-of-way boundary of a 100 foot wide Florida Power Corporation Easement as described in Deed Book 1527, Page 57, of the Public Records of Hillsborough County, Florida; thence along the Northeast, right-of-way boundary of said property described in Deed Book 1527, Page 57, also being the Southwest, right-of-way boundary of the aforesaid property described in Official Record Book 4652, Page 0334, S.47°21'09"E., 295.04 feet to a point on the aforesaid Northwest, right-of-way line of County Road No. 581; thence along said Northwest, right-of-way line, S.41°43'09"W., 100.01 feet to a point on the Southwest, right-of-way boundary of the aforesaid property described in Deed Book 1527, Page 57; thence along said Southwest, right-of-way boundary and the Northeast, right-of-way boundary of a 200 foot wide Tampa Electric Company right-of-way as described in Official Record Book 1152, Page 54, of the Public Records of Hillsborough County, Florida, N.47°21'09"W., 4577.06 feet; thence along the Northeast, right-of-way boundary of said property described in Official Record Book 1152, Page 54, N.89°53'22"W., 3950.45 feet to a point on the West boundary of the Southeast 1/4 of the Southwest 1/4 of the aforesaid Section 21; thence along said West boundary, N.00°01'33"E., 295.96 feet; thence along the West boundary of the Northeast 1/4 of said Southwest 1/4 of Section 21, N.00°12'27"W., 1327.00 feet; thence along the West boundary of the Southeast 1/4 of the Northeast 1/4 of said Section 21, N.00°23'57"W., 1325.75 feet; thence along the West boundary of the Northeast 1/4 of said Northwest 1/4 of said Section 21, N.00°27'27"W., 1324.77 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of Section 21, thence along the North boundary of said Northeast 1/4 of the Northwest 1/4 of Section 21, S.65°40'19"E., 1344.34 feet; thence along the North boundary of the Northeast 1/4 of said Section 21, S.89°54'49"E., 2653.84 feet to the BEGINNING.

LESS

DESCRIPTION: A parcel of land in Section 23, Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southwest corner of the Northwest 1/4 of said Section 23, run thence S. 89° 30' 00" E., 901.98 feet along the South boundary of said Northwest 1/4 of Section 23 to the POINT OF BEGINNING; thence continue along said boundary, S. 89° 30' 00" E., 1786.73 feet to a point on the Northwesterly right-of-way line of the Northwest Frontage Rd 4 of Interstate Highway No. 75; thence along said Northwesterly right-of-way line, S. 39° 27' 48" W., 436.67 feet; thence N. 50° 22' 12" W., 140.00 feet; thence S. 65° 33' 00" W., 808.30 feet; thence S. 87° 41' 28" W., 700.00 feet; thence N. 08° 33' 27" E., 114.82 feet to a point of curvature; thence Northerly, 119.99 feet along the arc of a curve to the left having a radius of 2071.00 feet and a central angle of 03° 19' 11" (chord bearing N. 07° 13' 51" E., 119.98 feet) to a point of compound curvature; thence Northerly, 206.24 feet along the arc of a curve to the left having a radius of 1250.00 feet and a central angle of 09° 27' 12" (chord bearing N. 00° 30' 40" E., 206.01 feet) to a point of reverse curvature; thence Northerly, 100.39 feet along the arc of a curve to the right having a radius of 1250.00 feet and a central angle of 04° 36' 05" (chord bearing N. 01° 34' 54" W., 100.36 feet) to a point of tangency; thence N. 00° 43' 09" E., 87.72 feet to the POINT OF BEGINNING.

AND LESS

DESCRIPTION: A parcel of land lying in Section 26, Township 27 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of Section 26, Township 27 South, Range 19 East, run thence S. 87° 01' 09" E., 545.40 feet along the North boundary of said Section 26 to a point on the Northwesterly right-of-way line of County Road No. 881; thence S. 41° 43' 09" W., 3133.87 feet along said right-of-way line to a point of curvature; thence Southwesterly, 54.92 feet along the arc of curve to the right having a radius of 35.00 feet and a central angle of 90° 00' 00" (chord bearing S. 86° 43' 09" W., 49.50 feet); thence N. 43° 16' 51" W., 180.62 feet to the POINT OF BEGINNING; thence N. 48° 16' 51" W., 138.38 feet to a point of curvature; thence Northwesterly, 101.30 feet along the arc of a curve to the right having a radius of 330.00 feet and a central angle of 10° 33' 10" (chord bearing N. 43° 00' 16" W., 101.16 feet) to a point of tangency; thence N. 37° 43' 41" W., 98.00 feet to a point of curvature; thence Northwesterly, 119.72 feet along the arc of a curve to the left having a radius of 430.00 feet and a central angle of 10° 33' 10" (chord bearing N. 43° 00' 16" W., 119.55 feet) to a point of tangency; thence N. 48° 16' 51" W., 7.78 feet; thence N. 41° 43' 09" W., 568.43 feet; thence S. 87° 22' 15" E., 77.39 feet; thence S. 37° 39' 29" E., 127.64 feet; thence S. 23° 09' 50" E., 109.86 feet; thence S. 06° 33' 17" W., 67.57 feet; thence S. 03° 09' 18" W., 102.71 feet; thence S. 30° 02' 26" E., 61.14 feet; thence N. 78° 32' 37" W., 34.60 feet; thence S. 49° 42' 17" W., 48.11 feet; thence N. 75° 03' 17" W., 50.52 feet; thence S. 28° 06' 14" W., 79.36 feet; thence S. 33° 48' 23" W., 101.69 feet; thence S. 03° 03' 18" W., 37.99 feet; thence S. 30° 39' 32" E., 55.12 feet; thence S. 50° 45' 37" E., 67.33 feet; thence S. 41° 43' 09" W., 83.32 feet to the POINT OF BEGINNING.

DESCRIPTION: All of the North 1/2 of Section 1, the North 1/2 of Section 2, the Northeast 1/4 and the North 1/2 of the Northwest 1/4 of Section 3, and the North 1/2 of the Northeast 1/4 of Section 4, all lying in Township 28 South, Range 19 East, AND all of Sections 26, 27, 33, 34, 35 and 36, all lying in Township 27 South, Range 19 East, lying North of the Hillsborough River, North of Cypress Creek, East of County Road No. 581, West of Interstate Highway No. 75 and South of a 200 foot wide Tampa Electric Company right-of-way as described in Official Record Book 1167, Page 783 of The Public Records of Hillsborough County, Florida.

LESS THE FOLLOWING:

A REPLAT OF TAMPA PALMS UNIT 1A, according to map or plat thereof as recorded in Plat Book 60, Page 27, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

A REPLAT OF TAMPA PALMS UNIT 1B, according to map or plat thereof as recorded in Plat Book 60, Page 28, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS UNIT 3, A REPLAT OF A PORTION OF TAMPA PALMS UNIT 3, according to map or plat thereof as recorded in Plat Book 61, Page 6, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS UNIT 3B, A REPLAT OF A PORTION OF TAMPA PALMS, UNIT 3 according to map or plat thereof as recorded in Plat Book 61, Page 16, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS, 2C, UNIT 1, according to map or plat thereof as recorded in Plat Book 63, Page 28, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS 2B, UNIT 1, A REPLAT OF A PORTION OF TAMPA PALMS UNIT 2, according to map or plat thereof as recorded in Plat Book 63, Page 29, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS 4A UNIT 1, A REPLAT OF A PORTION OF TAMPA PALMS UNIT 4, according to map or plat thereof as recorded in Plat Book 63, Page 30, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS UNIT 2A, A REPLAT OF A PORTION OF TAMPA PALMS, UNIT 2, according to map or plat thereof as recorded in Plat Book 63, Page 31, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS GOLF COURSE, A REPLAT OF A PORTION OF TAMPA PALMS, UNIT 4, according to map or plat thereof as recorded in Plat Book 65, Page 1, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS UNIT 4B, A REPLAT OF TAMPA PALMS UNIT 4B, according to map or plat thereof as recorded in Plat Book 65, Page 21, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS, UNIT 1C, according to map or plat thereof as recorded in Plat Book 65, Page 23, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS 2C, UNIT 2, according to map or plat thereof as recorded in Plat Book 66, Page 12, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS 2B, UNIT 2, A REPLAT OF A PORTION OF TAMPA PALMS, UNIT 2, according to map or plat thereof as recorded in Plat Book 67, Page 9, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:

TAMPA PALMS, UNIT 2E, according to map or plat thereof as recorded in Plat Book 67, Page 9, of the Public Records of Hillsborough County, Florida.

TAMPA PALMS HILLSBOROUGH RIVER PARK, according to map or plat thereof as recorded in Plat Book 67, Page 10, of the Public Records of Hillsborough County, Florida.

AND ALSO LESS:**LIVE OAKS PLANTATION PHASE 3**

DESCRIPTION: A parcel of land lying in Section 33, Township 27 South, Range 19 East and in Section 3 and 4, Township 28 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the westerly most corner of TRACT "M6" as shown on the plat of A REPLAT OF TAMPA PALMS UNIT 1B, as recorded in Plat Book 60, Page 28, Public Records of Hillsborough County, Florida, thence Southeasterly, along the Southwesterly boundary of TRACT "M6", TRACT "M7" and TRACT "M8" of said REPLAT OF TAMPA PALMS UNIT 1B the following nine (9) courses: 1) S.34°21'58"E., 164.28 feet; 2) S.30°41'00"E., 99.00 feet; 3) S.26°41'58"E., 202.00 feet; 4) S.10°26'58"E., 110.00 feet; 5) S.17°37'45"E., 111.03 feet; 6) S.02°11'58"E., 120.01 feet; 7) S.20°41'58"E., 105.00 feet; 8) S.35°06'46"E., 103.28 feet; 9) S.39°54'12"E., 42.92 feet; thence S.44°36'57"W., 1159.55 feet; thence N.26°14'18"W., 517.71 feet; thence N.22°33'59"W., 28.50 feet; thence N.33°45'40"E., 54.76 feet; thence N.23°20'50"E., 744.91 feet; thence N.16°56'12"E., 200.90 feet; thence N.13°31'31"E., 424.73 feet to a point on the Southwesterly boundary of TRACT "M5" of aforesaid REPLAT OF TAMPA PALMS UNIT 1B; thence Southeasterly along said boundary of TRACT "M5" the following two (2) courses: 1) S.48°56'05"E., 112.39 feet; 2) S.54°21'58"E., 47.72 feet to the POINT OF BEGINNING.

AND ALSO LESS:

OFF. 5905 PG 1224
REC.

TAMPA PALME AREA II TAMPA PALME UNIT 6C (PARCEL V)

DESCRIPTION: A parcel of land lying in Sections 34 and 35, Township 27 South, Range 18 East, and Sections 2 and 3, Township 28 South, Range 18 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of said Section 35, run thence S.00°51'21"W., 4552.97 feet along the West boundary of said Section 35; thence S.55°00'00"E., 367.12 feet to the POINT OF BEGINNING; thence EAST, 520.20 feet; thence S.35°38'22"W., 378.02 feet; thence S.25°00'00"E., 250.00 feet; thence S.22°00'00"W., 127.00 feet; thence N.65°00'00"W., 225.00 feet; thence N.48°00'00"W., 150.00 feet; thence N.65°00'00"W., 125.00 feet; thence N.54°00'00"W., 200.00 feet; thence S.31°00'00"W., 175.10 feet; thence S.35°00'00"E., 181.12 feet; thence S.58°00'00"W., 625.00 feet; thence N.81°00'00"W., 175.00 feet; thence NORTH, 210.00 feet; thence N.53°00'00"W., 355.00 feet; thence S.80°40'00"W., 200.00 feet; thence S.38°30'00"W., 215.00 feet; thence S.78°38'00"W., 237.00 feet; thence N.65°00'00"W., 125.00 feet; thence N.13°45'00"W., 400.00 feet; thence N.53°00'00"E., 347.55 feet; thence N.50°00'00"W., 192.35 feet; thence N.25°43'00"E., 375.00 feet; thence N.84°50'00"E., 152.00 feet; thence S.52°52'00"E., 235.00 feet; thence S.09°00'00"E., 320.00 feet; thence S.18°00'00"W., 208.00 feet; thence N.25°44'00"E., 490.00 feet; thence N.55°40'00"E., 511.00 feet; thence N.88°29'22"E., 115.00 feet; thence S.52°12'54"E., 285.00 feet; thence N.52°33'00"E., 200.00 feet to the POINT OF BEGINNING.

AND ALSO LESS:

OFF. REC. 5905 PG 1225

TAMPA PALMS AREA II TAMPA PALMS 4A - Unit 2 (PARCEL VII)

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

From the Northwest corner of said Section 35, run thence along the West boundary of said Section 35, S.09°51'21"W., 539.25 feet to a point on a curve of the Southerly right-of-way line of Tampa Palms Boulevard, as recorded in Plat Book 57, Page 31, of the Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line the following three (3) courses: 1) Southeastery, 433.43 feet along the arc of a curve to the right having a radius of 1080.22 feet and a central angle of 23°41'37" (chord bearing S.70°04'38"E., 435.32 feet) to a point of tangency; 2) S.53°13'43"E., 972.57 feet to a point of curvature; 3) Southeastery, 732.60 feet along the arc of a curve to the left having a radius of 2160.00 feet and a central angle of 19°57'45" (chord bearing S.53°12'42"E., 749.80 feet) to a point of compound curvature and to a POINT OF BEGINNING; thence Easterly, 683.49 feet along the arc of a curve to the left having a radius of 1110.00 feet and a central angle of 33°32'18" (chord bearing N.83°02'13"E., 677.51 feet) to a point on the Westerly boundary of TAMPA PALMS UNIT 2A, A REPLAT OF A PORTION OF TAMPA PALMS - UNIT 2, as recorded in Plat Book 63, Page 31, of the Public Records of Hillsborough County, Florida; thence along said Westerly boundary the following seven (7) courses: 1) S.26°15'45"E., 217.02 feet; 2) S.34°53'53"E., 179.49 feet; 3) S.06°07'25"E., 93.24 feet; 4) S.27°52'41"E., 115.19 feet; 5) S.47°43'13"E., 347.63 feet; 6) S.22°45'52"E., 143.18 feet; 7) S.26°03'13"E., 225.00 feet; thence S.46°33'19"W., 143.49 feet; thence S.86°15'02"W., 150.20 feet; thence S.70°11'43"W., 155.81 feet; thence S.60°22'19"W., 154.12 feet; thence S.18°23'56"E., 165.27 feet; thence S.71°05'07"W., 247.45 feet; thence S.61°18'41"W., 724.19 feet; thence S.79°34'39"W., 258.50 feet; thence N.57°13'51"W., 217.35 feet; thence S.87°24'07"W., 215.17 feet; thence N.56°50'37"W., 200.00; thence N.34°06'48"W., 84.25 feet to a point on the Easterly boundary of TAMPA PALMS 4A - UNIT 1, A REPLAT OF A PORTION OF TAMPA PALMS - UNIT 4, as recorded in Plat Book 63, Page 33, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary the following thirteen courses: 1) N.47°03'10"E., 278.33 feet to a point on a curve; 2) Northwesterly, 63.32 feet along the arc of a curve to the right having a radius of 675.00 feet and a central angle of 05°54'03" (chord bearing N.33°24'33"W., 63.49 feet) to a point of reverse curvature; 3) continue Northwesterly, 122.34 feet along the arc of a curve to the left having a radius of 375.00 feet and a central angle of 18°41'33" (chord bearing N.45°19'23"W., 121.80 feet); 4) N.34°20'50"E., 242.15 feet; 5) N.33°19'33"W., 31.30 feet; 6) N.39°33'46"E., 295.05 feet; 7) N.19°13'02"W., 105.24 feet; 8) N.42°31'33"E., 79.78 feet; 9) N.39°33'46"E., 230.70 feet; 10) N.30°57'12"E., 163.64 feet; 11) N.37°55'54"E., 143.44 feet; 12) N.25°00'00"E., 125.00 feet; 13) N.12°35'07"E., 178.81 feet to the POINT OF BEGINNING. LESS that portion lying within the boundaries of Tampa Palms - Unit 4, according to the plat thereof recorded in Plat Book 65, page 1, of the Public Records of Hillsborough County, Florida.

Prepared by: Return to:
William I. Livingston, Esquire
5209 Tampa Palms Boulevard
Tampa, Florida 33647

REC. 5374 1629

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TAMPA PALMS OWNERS ASSOCIATION, INC.

Tampa Palms Development Corporation, a Florida Corporation, ("Declarant"), has executed a Declaration of Covenants, Conditions and Restrictions for Tampa Palms (the "Master Declaration"), which Master Declaration was recorded in the Public Records of Hillsborough County, Florida, in Official Records Book 4753, Page 1346, et. seq. Declarant is the sole owner of the real property which is described on Exhibit "A" (the "Property"). Declarant desires to submit the Property to the Master Declaration and to impose additional and varied restrictions pertaining solely to the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall hereafter be held, sold and conveyed subject to the Master Declaration, and to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and the desirability of the Property and which shall run with the Property and shall bind all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title and assigns, and shall inure to the benefit of each owner thereof.

Article I

Definitions

All terms used in this Supplemental Declaration shall have the same meanings as set forth in the Master Declaration unless otherwise defined herein.

Article II

Use Restrictions

The Property shall be used for single family dwelling units (the "Units"), and all ancillary purposes appropriate therewith. The Property shall be used for no other purpose whatsoever. Each of the Units shall contain a minimum of 2,200 square feet of interior living space.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

1988 APR - 5 PM 3:04

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Article III

OFF. REC. 5374 1630

Maintenance of Landscape Tracts

The owner of any Unit adjacent to a landscape tract, as shown on the plat recorded for the Property, upon which a wall has been constructed, shall maintain that portion of the landscape tract immediately adjacent to the Unit and lying between the boundary of the Unit and the wall, if any, constructed on the landscape tract as if such portion of the landscape tract were part of his or her Unit. In no event, however, shall the owner of any such Unit acquire, by prescription, adverse possession or other operation of law, any right, title or interest in the portion of the landscape tract lying between the boundary of the Unit and any wall constructed on the landscape tract, absent an express written conveyance thereof.

Article IV

Amendments

This Supplemental Declaration may be amended at any time and from time to time upon approval of the owners of the majority of the Units subject hereto and the Declarant, so long as the Declarant owns any Property subject to the Master Declaration. Any such amendment shall be executed by the Declarant and shall become effective upon recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, this Supplemental Declaration is executed on this 15th day of March, 1988.

DECLARANT:

TAMPA PALMS DEVELOPMENT CORPORATION,
a Florida corporation

Margaret D. Duplita
Witness

By: William I. Livingston
President

Philip W. Clark
Witness

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me on this 15th day of March, 1988, by William I. Livingston, President of Tampa Palms Development Corporation, a Florida corporation, on behalf of the Corporation.

James M. Conner
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 29, 1991
Bonded Thru True-Tain Insurance Inc.

OFF. REC. 5374 1631

EXHIBIT "A"

Legal description of the Property. TAMPA PALMS Area 2, unit 7D, according to map or plat thereof as recorded in Plat Book ⁶⁵ Page 22, of the Public Records of Hillsborough County, Florida.

4

Return To: HJF
CHICAGO TITLE INSURANCE CO.
4890 W. Kennedy Blvd., Ste. 250
Tampa, FL 33609

REC-6844PG 932

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

FOR VALUE RECEIVED, the undersigned, SWF SOUTH LIMITED PARTNERSHIP, a Florida limited partnership, having an address at 5209 Tampa Palms Boulevard, Tampa, Florida 33647 ("Assignor"), hereby transfers and assigns to 75/275 CORP., a Florida corporation, having an address at 1 Riverfront Center, Suite 600, Pittsburgh, Pennsylvania 15222 ("Assignee"), all of its rights, interests, powers and benefits as a declarant, to the extent assignable, if any, under the instruments described on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "HOA Agreements").

Assignor warrants and represents to Assignee that Assignor has full right and authority to make this Assignment and, subject to the limitations set forth herein as to assignability, to vest in Assignee the rights, interests, powers and benefits hereby assigned.

Assignee hereby assumes all of the obligations and liabilities of Assignor, if any, under each of the HOA Agreements or with respect to the homeowner associations governed thereby, to the extent such obligations and liabilities accrue for the period on and after the date hereof.

This instrument may be executed in counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the 31 day of December, 1992.

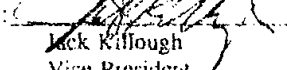
Signed, sealed and delivered
in the presence of:

ASSIGNOR:

SWF SOUTH LIMITED PARTNERSHIP, a
Florida limited partnership

By: Tanfla I Corp., a Florida corporation, a
general partner

Name: _____
A-K
Name: Alan Kazan

By: 
Mick Killough
Vice President
5209 Tampa Palms Blvd.
Tampa, Florida 33647

[Signatures continued on following page]

PREPARED BY:

Alan J. Kazan, Esq.
Weil, Gotshal & Manges
701 Brickell Avenue, Suite 2100
Miami, Florida 33131

33001351

By: SWF Tampa South Development Corp., a Florida corporation, a general partner

[Signature]
Name: Charles W. [unclear]
[Signature]
Name: Alan Kazan

By: [Signature]
Name: Arthur S. Allen
Vice President
5209 Tampa Palms Blvd.
Tampa, Florida 33647

ASSIGNEE:

75/275 CORP., a Florida corporation

[Signature]
Name: Charles W. [unclear]
[Signature]
Name: Alan Kazan

By: [Signature]
Name: RICHARD F. MENDES JR
Title: Pres.
Address: ONE RIVERFRONT CENTER
PITTSBURGH, PA 15222

STATE OF FLORIDA)
) SS.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of December, 1992 by Jack Killough, as Vice President of Tamfla I Corp., a Florida corporation, as a general partner of SWF South Partnership, a Florida limited partnership, on behalf of the corporation, on behalf of said limited partnership. He is personally known to me or has produced a driver's license as identification and did not take an oath.

[Signature]
Name:
NOTARY PUBLIC
State of Florida

My Commission Expires:

[Notarial Seal]

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Dec. 5, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Acknowledgements continued on following page]

STATE OF FLORIDA)
) SS.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 31st day of December, 1992 by Arthur S. Allen, as Vice President of SWF Tampa South Development Corp., a Florida corporation, as a general partner of SWF South Limited Partnership, a Florida limited partnership, on behalf of the corporation, on behalf of said limited partnership. He is personally known to me or has produced a driver's license as identification and did not take an oath.

My Commission Expires:

Arthur S. Allen
Name: Arthur S. Allen
NOTARY PUBLIC
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 5, 1995.
RECORDED THROUGH NOTARY PUBLIC UNDERWRITERS.

[Notarial Seal]

STATE OF FLORIDA)
) SS :
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 31st day of December, 1992 by Arthur S. Allen, as VP of 75/275 Corp., a Florida corporation on behalf of said corporation and partnership. He/she is personally known to me or has produced a driver's license as identification and did not take an oath.

My Commission Expires:

Arthur S. Allen
Name: Arthur S. Allen
NOTARY PUBLIC
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 5, 1995.
RECORDED THROUGH NOTARY PUBLIC UNDERWRITERS.

[Notarial Seal]

EXHIBIT "A"

Development Agreements

1. That certain Declaration of Covenants, Conditions and Restrictions by Tampa Palms Development Corporation, a Florida corporation, for Tampa Palms Owners Association, a Florida corporation not for profit, recorded in Official Records Book 4753, Page 1345, as modified and amended in Official Records Book 4754, Page 911, as further modified and amended by Supplemental Declaration recorded in Official Records Book 4754, Page 925, as further modified and amended by Supplemental Declaration recorded April 21, 1989 in Official Records Book 5672, Page 775, all of the Public Records of Hillsborough County, Florida.

2. That certain Declaration of Covenants, Conditions and Restrictions by Tampa Palms Development Corporation, a Florida corporation, for The Reserve Homeowners Association, Inc., a Florida corporation not for profit, recorded in Official Records Book 5141, Page 1825, of the Public Records of Hillsborough County, Florida.

SUPPLEMENTAL ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

FOR VALUE RECEIVED, the undersigned, SWF SOUTH LIMITED PARTNERSHIP, a Florida limited partnership, having an address at 5209 Tampa Palms Boulevard, Tampa, Florida 33647 ("Assignor"), hereby transfers and assigns to 75/275 CORP., a Florida corporation, having an address at 1 Riverfront Center, Suite 600, Pittsburgh, Pennsylvania 15222 ("Assignee"), all of its rights, interests, powers and benefits as a declarant, if any, to the extent assignable and to the extent not previously assigned to Assignee under the Original Assignment (as hereinafter defined), under the instruments described on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "HOA Agreement").

This Supplemental Assignment and Assumption of Declarant's Rights shall be deemed as supplemental to that certain Assignment and Assumption of Declarant's Rights (the "Original Assignment") dated December 31, 1992 and recorded in Official Records Book 6044, Page 922, of the Public Records of Hillsborough County, Florida.

Assignor warrants and represents to Assignee that Assignor has full right and authority to make this Assignment and, subject to the limitations set forth herein as to assignability and prior assignment, to vest in Assignee the rights, interests, powers and benefits hereby assigned.

Assignee hereby assumes all of the obligations and liabilities of Assignor, if any, under the HOA Agreement or with respect to the homeowner association governed thereby, to the extent such obligations and liabilities accrue for the period on and after December 31, 1992.

This instrument may be executed in counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the 30th day of March, 1993.

Signed, sealed and delivered in the presence of:

ASSIGNOR:

SWF SOUTH LIMITED PARTNERSHIP, a Florida limited partnership

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

By: Tamfl 1 Corp., a Florida corporation, a general partner

Alvin Kahan
Name: Alvin Kahan
Barbara Kayle
Name: Barbara Kayle

By: *Jack Killough*
Jack Killough
Vice President
5209 Tampa Palms Blvd.
Tampa, Florida 33647

[Signatures continued on following page]

PREPARED BY:

RETURN TO:
LAWRENCE J. BARKIN
P. O. BOX 5299
TAMPA, FLORIDA 33601

Nellie P. Camerik, Esq.
Weil, Gotshal & Manges
701 Brickell Avenue, Suite 2100
Miami, Florida 33131

933 APR -1 AM 11:26
93071938

STATE OF FLORIDA)
) SS.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30th day of March, 1993 by Arthur S. Allen, as Vice President of SWF Tampa South Development Corp., a Florida corporation, as a general partner of SWF South Limited Partnership, a Florida limited partnership, on behalf of the corporation, on behalf of said limited partnership. He is personally known to me or has produced a driver's license as identification and did not take an oath.

My Commission Expires:

Barbara Kayle
Name: Barbara Kayle
NOTARY PUBLIC
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 5, 1995.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

[Notarial Seal]

STATE OF FLORIDA)
) SS.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30th day of March, 1993 by Richard K. Hears Jr., as President of 75/275 Corp., a Florida corporation on behalf of said corporation and partnership. He/she is personally known to me or has produced a driver's license as identification and did not take an oath.

My Commission Expires:

Barbara Kayle
Name: Barbara Kayle
NOTARY PUBLIC
State of Florida

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 5, 1995.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

[Notarial Seal]

EXHIBIT "A"

OFF. REC. 6928 PG 483

HOA Agreement

That certain Declaration of Covenants, Conditions and Restrictions for TAMPA PALMS OWNERS ASSOCIATION, INC. recorded in Official Records Book 4753 at Page 1348, amended in Official Records Book 4754 at Page 911, supplemented in Official Records Book 4754 at Page 925, supplemented in Official Records Book 5247 at Page 218, supplemented in Official Records Book 5247 at Page 221, supplemented in Official Records Book 5420 at Page 765, supplemented in Official Records Book 5510 at Page 1725, supplemented in Official Records Book 5672 at Page 775, supplemented in Official Records Book 5730 at Page 237, all of the Public Records of Hillsborough County, Florida.

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TAMPA PALMS OWNERS
ASSOCIATION, INC.**

This Amendment made and executed this 16th day of JANUARY 1996 by 75/275 Corp., a Florida corporation, its successors and assigns, hereinafter called Declarant:

1996 JUN 31 AM 9 36

WHEREAS Tampa Palms is a planned community subject to that Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. recorded at O.R. Book 4753, Page 1345, et seq., Official Records of Hillsborough County, Florida and the Supplemental Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. recorded at O.R. Book 4754, Page 925, Official Records of Hillsborough County, Florida, and any amendment or supplement thereto; and

WHEREAS Declarant continues to own property identified in Exhibit "B" to the before mentioned Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc.; and

9 5 0 2 2 7 4 7

WHEREAS Declarant is empowered by Article XIII, Section 2 of the before mentioned Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. to amend said Declaration;

THEREFORE, Article XIII, Sections 13 and 14 of the Declaration of Covenants, Conditions and Restrictions for Tampa Palm Owners Association, Inc. are created to read as follows:

ARTICLE XIII

(13) OBLIGATIONS OF MEMBERS; REMEDIES AT LAW OR IN EQUITY.

Each member and the member's tenants, guests, and invitees, and each subdistrict, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

PREPARED BY AND RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT STREET, SUITE B
CLEARWATER, FLORIDA 34616

- (a) The Association;
- (b) An owner;
- (c) Any director or officer of the Association or a subdistrict who willfully and knowingly fails to comply with these provisions; and
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy.

(14) LEVY OF FINES AND SUSPENSION OF USE RIGHTS.

The Association may suspend, for a reasonable period of time, the rights of an owner or an owner's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$50 per violation, against any owner or any tenant, guest, or invitee.

(a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any owner because of the failure of the owner to pay assessments or other charges when due if such action is authorized by the governing documents.

(c) The association may not suspend the voting rights of a member.

IN WITNESS WHEREOF, the undersigned, being duly appointed officers of the Declarant herein have executed this instrument and affixed the corporate seal this 16th day of JANUARY 1996:



S E A L

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

By: [Signature]
John T. Zielenbach, Vice President

ATTEST:

[Signature]
Michelle Weinhold, Assistant Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 16th day of JANUARY 1996 by John T. Zielenbach and Michelle Weinhold, Vice President and Assistant Secretary, respectively, of 75/275 CORP., who are personally known to me or who have produced [Signature] as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

[Signature] (SEAL)
Notary Public

State of Florida at Large

M. SUSAN MARINO
Print or Type Notary Signature

M. SUSAN MARINO
MY COMMISSION # CC 28987
EXPIRES June 27, 1997
Notary Public, State of Florida
My Comm. Expires June 27, 1997