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DECLARATION
CERTIFIED
OF

INSTR # 2002081360
OR BK 11480 PG 1154
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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
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COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WESTOVER AT TAMPA PALMS

THIS DECLARATION, made and executed this 31st day of October, 2001, by the Lot Owners whose signatures are attached hereto in the Westover Subdivision of Hillsborough County, Florida, hereinafter called Declarants

WITNESSETH

WHEREAS, the undersigned are the owners of that real property known as Westover at Tampa Palms, a master planned community, which property is described in Exhibit "A" attached herein, and desire to maintain a gated residential community of single-family detached housing, to impose upon such real property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of such real property and all of its future owners

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

✓ Westover at Tampa Palms Homeowners Association
PO Box 47742
Tampa, FL 33647

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now or hereafter made subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof

ARTICLE I

DEFINITIONS

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

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

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

SECTION 3. "Board of Directors" or "Board" shall mean and refer to Members of the Board of Directors of the Association as from time to time elected or appointed

SECTION 4. "Bylaws" shall refer to the Bylaws of Westover at Tampa Palms Homeowners' Association, Inc , attached to this Declaration as Exhibit "C" and incorporated herein by this reference

SECTION 5. "Common Area" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners

SECTION 6. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including but not limited to maintenance of the Common

Areas, services and any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Articles, and the Bylaws

SECTION 7. "Community" shall mean and refer to all the real property and interests herein described in Exhibit "A", which is subject to this Declaration, and any additions as may be made by the Association

SECTION 8. "Community-Wide Standard" shall mean and refer to the Community-Wide Standard established pursuant to the Master Declaration

SECTION 9. "Declaration" shall mean and refer to this document, entitled Declaration of Covenants, Conditions and Restrictions of Westover at Tampa Palms , as the same may be amended and supplemented from time to time

SECTION 10. "Eligible Votes" shall mean those votes available to be cast under the Declaration or the Bylaws

SECTION 11. "Lot" shall mean any one of the parcels of land into which the real property has been subdivided according to the Plat thereof and all improvements located thereon

SECTION 12. "Majority" shall mean and refer to those eligible voters, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number

SECTION 13. "Master Association" shall mean and refer to Tampa Palms Owners Association, Inc , a Florida corporation not-for-profit

SECTION 14. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc , as recorded in Official Record Book 4753, Page 1345, in the Public Records of Hillsborough County, Florida, and as subsequently amended or supplemented from time to time

SECTION 15. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article II, Section 1, hereof

SECTION 16. "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any property located within the Community, excluding, however, the Association and any Person holding such interest merely as security for the performance or satisfaction of an obligation

SECTION 17. "Person" shall mean and refer to any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity

SECTION 18. "Plat" shall mean and refer to the Plat of Westover at Tampa Palms according to the plat thereof filed in Plat Book 65, Page 22, of the Public Records of Hillsborough County, Florida

SECTION 19. "Residential Unit" or "Unit" shall mean a portion of the Community intended for use and occupancy as a single family residence. Further, the term also shall include all portions of the Lot and any structures which may now and hereafter be constructed thereon within the boundaries thereof as shown on the Plat. Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to this Declaration

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

SECTION 20. "Rules and Regulations" shall mean and refer to procedures for administering the Association, and for operating, maintaining and using the gate and entrance way within the Community as adopted by resolution of the Board of Directors

ARTICLE II
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. The Declarant and every Person who is the record owner of a fee or undivided fee interest in any Lot in the Community shall be deemed to have a Membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's Membership. No Owners, whether one or more Persons, shall have more than one (1) Membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership is compulsory and shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based. The rights and privileges of Membership, including the right to vote and hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. Change of Membership shall be established by recording in the Public Records of Hillsborough County, Florida a deed or other instrument which conveys fee title to a Lot or Unit, and by the delivery to the Association of a copy of such recorded instrument.

SECTION 2. Voting Rights. The Association shall have one (1) class of Membership.

ARTICLE III

ASSESSMENTS

SECTION 1. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of maintaining, operating and promoting the recreation, health, safety and

common enjoyment of the Membership, administering the Association property, including but not limited to the entry facility, gates and roadways in and through Westover at Tampa Palms, and the maintenance of real and personal property within the Community owned by the Association, all as may be more specifically authorized from time to time by the Board of Directors and the Members pursuant to Section 6 below

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

Assessments shall be levied equally on all Lots and shall be paid in such a manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days written notice, of the annual assessment for Persons who are delinquent. Unless otherwise provided by the Board, the annual assessment shall be paid in quarterly installments.

SECTION 3. Annual Assessments. Annual assessments shall be levied by the Association and shall be used for the general purposes of the maintenance of real property within the Community owned by the Association, the payment of taxes, insurance and debt service, and the management and administration of the Association and the real and personal property of the Association

SECTION 4. Special Assessments. In addition to the annual assessment authorized herein, the Association may levy a special assessment in any year for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of the Common Area and improvements thereon. Special assessments shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

SECTION 5. Date of Commencement of Assessments. All annual assessments shall be payable, in advance, and shall commence on the date set by the Board of Directors. The due date of any special assessment provided for herein shall be set in the resolution authorizing such assessment. Written notice of each assessment shall be provided.

SECTION 6. Computation and Approval of Annual Assessments. It shall be the duty of the Board to prepare and deliver a budget, at least thirty (30) days prior to the meeting at which the budget is presented to the Members, covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve sufficient to meet the projected needs for replacement or repair of each Association asset, which may include all private streets and sidewalks and all private water, sanitary sewer, and storm water drainage facilities which may be acquired and/or operated and maintained by the Association.

~~The annual budget and the annual assessment shall become effective upon the approval by a vote in person or by proxy at a meeting of the Members of the Association by the Majority~~ Approval can also be evidenced by a written consent signed by one or more Owner(s) In the event the Membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year The budget shall cover the estimated costs of operating the Association during the coming year, which shall include a reserve sufficient to meet the projected needs for replacement or repair of the private streets within Westover at Tampa Palms, may include reserves for the projected costs for replacement or repair of other Association assets including but not limited to the entry gate, landscaping and painting, and if the following facilities are acquired or operated by the Association, for the projected costs for replacement and repair of the lift station, private water, sanitary, sewer and storm water drainage facilities All reserve funds shall be used for their stated purposes unless otherwise approved in advance by a vote in person or by proxy at a meeting of the Members of the Association by the Majority Approval can also be evidenced by a written consent signed by one or more Owner(s)

SECTION 7. Approval of Special Assessments. A special assessment shall become effective upon the approval by a vote in person or by proxy by the Majority at a meeting of the Members of the Association Approval can also be evidenced by a written consent signed by one or more Owner(s)

SECTION 8. Liens for Unpaid Assessments. Upon recording of a Notice of Lien, there shall exist a perfected lien for unpaid assessments, including interest, and costs (including attorney's

fees) provided for herein, subsequent assessments, on the respective Lot prior and superior to all other liens, except (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (b) a lien or charge for any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, (c) a lien for assessments or other charges of the Master Association

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

All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment, special assessments and individual assessments which are not the subject matter of suit in the order of their coming due.

ARTICLE IV

MAINTENANCE

SECTION 1. Association's Responsibility. Except as may be provided below, the Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect of all landscaping, roads, utilities and improvements situated on or in the Common Area.

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The Association shall also maintain and keep in good repair all improvements constructed by the Master Association within the road and drainage right-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility. The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

The Association shall perform its maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Master Declaration. The Master Association shall be authorized to assume the maintenance responsibilities of the Association and to assess all costs thereof to the Owners as a Subdistrict Assessment pursuant to Article X, Section 1 of the Master Declaration.

The Association shall maintain all landscaping installed by the Association which is not maintained by the Master Tampa Palms Owners Association or the Tampa Palms Community Development District. Maintenance shall include fertilization, mowing, edging, chemical treatment of sod, trees and shrubs for pest control and disease. Maintenance shall include the replacement of sod and may include replacement of trees and shrubs. The Association shall not be obligated to replace trees and shrubs. The Association shall not be responsible for repairing or replacing landscaping which was not installed by the Association or which has been damaged due to the failure of any Owner to provide adequate irrigation or due to the negligent or intentional act of the Owners, occupants and their respective tenants, guests or invitees.

All maintenance performed by the Association pursuant to this Section shall be considered a Common Expense.

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ARTICLE V
USE RESTRICTIONS AND RULES

SECTION 1. General. The Board of Directors may, from time to time, without consent of the Members (except as provided below), promulgate, modify or delete use restrictions and rules and regulations related to the maintenance and operation of the gate and entrance way which shall be applicable to the Lots, Units and the Common Area. Such regulations and use restrictions shall be binding upon all Owners, occupants and their respective guests, tenants and invitees.

The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the gate and entrance way within the Community, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration and the Master Declaration. Any use restrictions, rules and regulations proposed by the Board of Directors which are more restrictive than the use restrictions, rules and regulations promulgated by the Master Association must receive the approval of at least fifty-two (52) of the Members prior to becoming effective. Such approval can be evidenced by a vote in person or by proxy at a meeting of the Membership or by a written consent signed by one or more Owner(s).

The Master Association shall continue to be the association with the responsibility for promulgating and enforcing reasonable rules and regulations related to and consistent with the Master Declaration.

SECTION 2. Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon the gate or entrance way without the prior written approval of the appropriate committee appointed by the Board pursuant to Article V of the Bylaws. The Board shall have the right to erect signs without the necessity of obtaining such consent.

SECTION 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant hereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, and to Owners' and occupants' respective guests, tenants and invitees

SECTION 4. Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community

SECTION 5. Soliciting. No soliciting will be allowed at any time within the Community

SECTION 6. Underground Utilities. All cables, wires, pipes, conduits and other apparatus for provision of utilities to a Unit or any structure thereon shall be buried underground

SECTION 7. Traffic Hazards. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community by Declarants which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

SECTION 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements in the Common Area. Premiums for all insurance shall be Common Expenses of the Association. This insurance shall cover loss or damage by fire and other hazards normally included under an extended coverage policy, vandalism and malicious mischief. Alternatively, the Board may purchase "all-risk" coverage

The policies may contain a reasonable deductible. The deductible shall be paid by the party who would be responsible for the repair or damages in the absence of insurance and, in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total

The Board shall obtain a public liability policy applicable to the Common Area covering the Association for damage or injury caused by the negligence of the Association or any of its agents, and, if reasonably available, directors' and officers' liability insurance

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

(a) All policies shall be written with a company licensed to do business in Florida and holding a Best's rating of B+ or better and a rating of X1 or better in the Financial Size Category as established by A M Best Company, Inc , if available, or, if not available, the most nearly equivalent rating

(b) All liability policies shall be held in the name of the Association and for the benefit of the Association and the Owners. If the proceeds of such liability policies are not sufficient to defray the costs of any claims thereunder, the Board shall levy a special assessment against all Owners in proportion to the number of Lots owned by each Owner. No vote of membership shall be required for a special assessment to defray the costs of such a claim

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors, provided, however, no holder of a mortgage on any Lot(s) in the community (hereafter 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 Board of Directors thereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary~~

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the greater metropolitan Tampa, Florida area

(f) The 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 Board of Directors, the Association's manager, the Owners, and other occupants and their respective guests, tenants, and invitees,

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

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

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

~~(v) that any "other insurance" clause in any policy excluded individual Owners' policies from consideration, and~~

(vi) that the Association will be given at least thirty (30) days prior written notice of cancellation, substantial modification, or nonrenewal

In addition to the other insurance required by this Section, the Board shall obtain workers' compensation insurance, to the extent necessary to satisfy the requirements of applicable laws and a fidelity bond or bonds, if reasonably available, on Directors, officers, employees, and other persons handling or responsible for the Association's funds. 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.

SECTION 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association does not provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit and Lot and structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards generally insured against under a standard extended coverage policy, vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, if reasonably available. The policies required thereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner.

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In the event of loss, damage or destruction of structures comprising a Unit, the Owner shall either (i) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, allowing for such modifications as may be necessary to meet current building codes or as may be approved in accordance with Article VI hereof, or (ii) if the Owner determines not to rebuild or reconstruct, the Owner shall clear the Unit or Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter maintain it in a neat, clean, and attractive condition consistent with the Community-Wide Standard

SECTION 3. Damage and Destruction

(a) **In General** Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location as existed prior to the fire or other casualty, with such modifications as are necessary to meet current building codes

(b) **Repair and Reconstruction** Any damage or destruction to the Common Area shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least fifty-two (52) of the Members, shall otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available, provided, however such

extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction to the Common Area shall be repaired or reconstructed

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in proportion to the number of Lots owned. Additional assessments may be in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired and no alternative improvements are authorized, then and in that event the property shall be cleared of all debris and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

ARTICLE VII

CONDEMNATION

In the event of condemnation of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor unless within sixty (60) days after such taking at least fifty-two (52) of the Members of the Association shall otherwise agree. The provision of Article VI, Section 3, above, applicable to Common Area

improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced

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ARTICLE VIII

MORTGAGEE PROVISIONS

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

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 of the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder,

(b) any delinquency in the payment of assessments or charges owned by an Owner of a Lot subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days, provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days

(c) any lapse, cancellation or material modification of any insurance policy maintained by the Association, or

(d) any proposed action which requires the consent of a specified percentage of mortgage holders

SECTION 2. Special FLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing As provided by federal regulations governing the Federal Home Loan Mortgage Program, 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 real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection),

(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 Units and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this subsection),

(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 property

~~Nothing contained in Article II, Section 2 of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2~~

First Mortgagees and Owners may, jointly or singularly, 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 an Association policy, and first Mortgagees or Owners making such payment shall be entitled to immediate reimbursement from the Association

SECTION 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area

SECTION 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot

SECTION 5. Amendments by Board. Should the Federal National Mortgage Association or The Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such change

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~~EASEMENTS~~

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

SECTION 1. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the following provisions

(i) the right of the Association to limit the number of guests and invitees of Lot Owners and occupants of Lots who may use the Common Area, by use of identification tags or passes, or otherwise,

(ii) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Lot Owner, or the holder of any mortgage, irrespective of when executed or given by any Lot Owner, encumbering any Lot or other property located within the Community (Any provision of this any such mortgage given by the Association to the contrary notwithstanding the exercise of any rights herein by the holder thereof in the event of default thereunder shall not cancel or terminate any rights, easements

or privileges herein reserved or established for the benefit of any Lot Owner, or the holder of any mortgage, irrespective of when executed or given by any Lot Owner, encumbering any Lot or other property located within the Community), and

(iii) the right of the Association to grant easements across the Common Area to Persons who are not Owners, and

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the Members of the Association and subject to the approval requirements contained in Article X, Section 4

(b) Any Unit Owner may delegate his or her right of use and enjoyment in and to the Common Area and facilities located thereon to the members of his or her family, his or her occupants, tenants, guests and invitees and shall be deemed to have made a delegation of all such rights to the occupants of his or her Lot, if leased

SECTION 2. Easements for Utilities. There are hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing and maintaining utilities serving the Community or any portion thereof, including, but not limited to gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and other services such as, but not limited to, a master television system, cable television system, Internet service or security system which the Association might decide to have installed to service the Community. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to providing any such utility or service. Should any party furnishing any such utility or service request

a specific license or easement by separate recordable document, the Board shall have the right to grant such easement. Notwithstanding the above, all future utilities shall be installed underground.

There is also reserved hereby a blanket easement to the Tampa Palms Community Development District upon, across, above and under all property within the Community for the purpose of maintaining open space, drainage systems and facilities.

SECTION 3. Plat Easement. The Declarants hereby specifically reserve any and all easements dedicated on the Plat for the purposes set forth on the Plat.

SECTION 4. Easement to Master Association. The officers, agents, employees and independent contractors of the Master Association shall have a non-exclusive easement to enter upon any portion of the Community for the purpose of performing or satisfying the duties and obligations of Master Association as set forth in the Master Declaration, the Bylaws of the Master Association, and the Rules and Regulations promulgated thereunder.

SECTION 5. Easements to City of Tampa. Declarants hereby reserve the following easements:

(a) A permanent, non-exclusive utility easement in, on, under, over and across the roadway and roadway right-of-way as shown on the Plat for the use and benefit of the City of Tampa, Sanitary Sewer Department and its successors or assigns for the installation, operation, repair, reconstruction and maintenance of and access to sanitary sewer facilities. Said permanent sanitary sewer easement is reserved for sanitary sewer facilities that are now existing or are hereafter installed or located on, beneath or above the surface of the land subject to this permanent sanitary sewer easement, and shall include a full right of ingress and egress thereto and over, across, under and through the permanent sanitary sewer easement. In connection with any repair, maintenance and

reconstruction activities conducted by the City of Tampa on or in the land subject to this permanent sanitary sewer easement and in connection with the sanitary sewer facilities, the City of Tampa shall only be required to return any excavated areas to finish grade. The City of Tampa shall have no responsibility to restore any private structures, buildings, improvements or landscaping disturbed or damaged as result of such construction, repair, maintenance, or reconstruction activities.

(b) A permanent, non-exclusive utility easement in, on, under, over and across the entire width and length of the roadway and roadway right-of-way as shown on the Plat for the use and benefit of the City of Tampa, Water Department and its successors and assigns for the construction, installation, operation, repair, reconstruction and maintenance of water facilities, including without limitation, potable waterlines, mains and appurtenances thereto. Such permanent water easement is reserved for water facilities described that are now existing or are hereafter installed or located on, beneath or above the surface of the land subject to this permanent city water easement and shall include a full right of ingress and egress thereto and over, across, under and through the length and width of the permanent water easement. In connection with any repair, maintenance, construction and reconstruction activities conducted by the City of Tampa on or in the land subject to this permanent water easement and in connection with said water facilities, the City of Tampa shall only be required to return excavated areas to finish grade and to restore any paving disturbed to the quality of pavement that meets the known standards of the City of Tampa. The City of Tampa shall have no responsibility to restore any private structures, buildings, improvements or landscaping disturbed or damaged as result of such construction, repair, maintenance or reconstruction activities.

(c) A permanent, non-exclusive transportation easement in favor of the City of Tampa, the United States Postal Department and other public entities through vehicular ingress and egress

in, on, over and across the entire width and length of the roadway and roadway right-of-way shown on the Plat for the purpose of providing solid waste service, mail delivery service, ambulance service, fire and rescue service, police service and other similar emergency services to Persons residing on property located abutting the roadway and roadway right-of-way as shown in the Plat

All of the above referenced easements are granted to allow the City of Tampa and other public entities access over, across and through the Westover Subdivision in the event the public title to the roadways and roadway right-of-way is vacated and/or a limited access device is otherwise installed at the entrance to Westover Subdivision which is controlled by the Association

SECTION 6. Power of Attorney. By joining hereto, the Owners each hereby grant to the Association power of attorney for the limited purpose of executing any and all documents related to the anticipated vacation of the public roadway, in conjunction with the installation of a limited access gate or other device, at the entrance to the Westover Subdivision

SECTION 7. Service Easements. Declarants hereby grant to delivery and pickup services, representatives of utilities and service providers authorized by the Association to service the property and to such other persons as the Association from time to time may designate, a non-exclusive perpetual right of ingress and egress over and across the common property and the roadway and roadway right-of-way shown in the Plat if at any time the above described roadway is vacated and/or becomes a private road with limited access controlled by the Association

THIS IS NOT A **OR BK 11480 PG 1179**
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ARTICLE X
GENERAL PROVISIONS

SECTION 1. Enforcement. Each Owner and every occupant of a Unit shall comply strictly with this Declaration, the Bylaws, the Rules and Regulations and the use restrictions of the Master Association, each as they may be lawfully amended or modified from time to time. The Board of Directors or a committee appointed by the Board of Directors may impose fines, which shall be collected as provided herein for the collection of assessments, and also impose other sanctions as provided or permitted under this Declaration or the Bylaws of the Association for violations thereof or of the Rules and Regulations. Failure to comply with this Declaration, the Bylaws or the Rules and Regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure or delay by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

A breach of any of the limitations, restrictions, conditions and covenants set forth in this Declaration, or the continuing violation thereof, may be enjoined, abated or remedied by appropriate legal proceedings by Master Association which shall be entitled to enforce the provisions of this Declaration in the same manner and to the same extent as the limitations, restrictions, conditions or covenants contained herein and failure by the Master Association to do so shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, the Master Association as a result of such failure.

The prevailing party in any action at law or in equity instituted by the Board of Directors, the Master Association, or any aggrieved Owner to enforce or interpret said limitations, restrictions,

conditions or covenants in this Declaration or the Rules and Regulations, shall be entitled to all costs incurred in connection therewith, including without limitation, reasonable attorney's fees, including costs and fees incurred through and including the appellate process

SECTION 2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or Unit or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws and the Rules and Regulations Unless an emergency situation exists, the Board shall give the violating Unit Owner ten (10) days written notice of its intent to exercise self-help All costs of self-help, including reasonable attorney's fees actually incurred, including costs and fees for appeal, may be specifically assessed against the violating Owner and against the Lot and may be collected as provided for herein for the collection of assessments, and shall be a lien against the violating Owner's Lot accruing interest at the rate adopted by the Master Association from the date of demand or until paid, and shall be enforceable by foreclosure in the manner of mortgages upon real property or monetary judgment until satisfied in full

SECTION 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law, provided, however, so long as Florida law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such law for successive period not to exceed the period permitted by such law, provided such renewal or extension is approved by the Majority casting votes in person or by

proxy at a meeting of the Members of the Association duly called for such purpose. Approval may also be evidenced by the written consent of one or more Owner(s).

No such renewal or extension shall be effective unless there is filed for record in the Official Records of Hillsborough County, Florida, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Members of the Association. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provision of this Declaration may be extended and renewed as provided in this Section.

SECTION 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by the Board (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or The Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units subject to this Declaration, or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Declaration, provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. In addition to the

above, this Declaration may be amended upon the affirmative vote of at least fifty-two (52) of the Members. Amendments to this Declaration shall become effective upon recordation in the Hillsborough County, Florida public records, unless a later date is specified therein

No amendment to this Declaration which materially affects the rights or interests of the Master Association shall be valid unless approved in writing by the Board of Directors of the Master Association. Furthermore, no amendment may be made which diminishes the Association's responsibility to maintain, repair and replace private streets or private water, sanitary sewer or storm water drainage facilities, without the consent of the City of Tampa

SECTION 5. Partition. The Common Area shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all mortgages encumbering the Lots located within the Community

SECTION 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine

SECTION 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable

SECTION 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are instead only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer

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

SECTION 10. Indemnification. The Association shall indemnify every Officer, Director, and Committee Member against any and all expenses, including attorney's fees, costs and attorney's fees for appeal, imposed upon or reasonably incurred by any Officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be 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 are also Members of the Association), and the Association shall indemnify and forever hold each such Officer, Director, and Committee Member 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, Director, Committee Member, or former officer or former director, or former committee member may

~~be entitled The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation if such insurance is reasonably available~~

SECTION 11. Security. Tampa Palms Owners Association, Inc , in cooperation with the Association, will strive to maintain Tampa Palms as a safe, secure residential environment, HOWEVER, THE ASSOCIATION, AND TAMPA PALMS OWNERS ASSOCIATION, INC , SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN WESTOVER AT TAMPA PALMS THE ASSOCIATION, AND THE TAMPA PALMS OWNERS ASSOCIATION, INC , SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN ALL OWNERS, TENANTS, OCCUPANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND THE TAMPA PALMS OWNERS ASSOCIATION, INC , THEIR BOARDS, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS OR GUARANTORS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, RESIDENTIAL UNITS, AND TO THE CONTENTS OF RESIDENTIAL UNITS AND FURTHER ACKNOWLEDGE THE ASSOCIATION AND THE TAMPA PALMS OWNERS ASSOCIATION, INC , THEIR BOARDS, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY

~~PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN~~
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SECTION 12. Financial Review. A financial statement of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's financial statement at the annual meeting, the Members, by a majority vote may require an audit, review, or compilation of the Association accounts. Upon written request by any institutional holder of a first mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the annual financial statement, audit, review or compilation within ninety (90) days after the end of each fiscal year or within ten (10) days of completion.

SECTION 13. Master Association. Every Owner, by acceptance of a deed to property within the Community, acknowledges that he or she is subject to the Master Declaration and is automatically a Member of the Master Association. However, in the case of any inconsistencies between the terms of Article V (Use Restrictions and Rules) hereof and those contained in the Master Declaration, the more restrictive document shall control. If neither document is more restrictive and this Declaration is not in conflict with the Master Declaration, this Declaration shall control as to Article V.

SECTION 14. Supremacy of Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Declaration and the Bylaws of the Master Association. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the

Master Association pursuant to its Declaration and Bylaws. The Association shall take no action in derogation of the rights of or contrary to the interest of Master Association. All matters as to which there is disagreement shall be resolved in favor of the Master Association. The Association shall take no action to enforce the covenants or restrictions contained in the Master Declaration or the rules and regulations promulgated thereunder, but shall cooperate with the Master Association in its enforcement of the Master Declaration and the Bylaws of the Master Association.

SECTION 15. Dispute Resolution. The Master Association, may, but shall not be obligated to exercise jurisdiction over and act as an arbiter with respect to any dispute between the Association and any other subdistrict of Tampa Palms, as defined in the Master Declaration.

SECTION 16. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Declaration. In the event of a conflict between or among the provisions of the Declaration and the Master Declaration, Sections 13 and 14 above shall determine which document shall control.

SECTION 17. Limitation of Liability. The Association shall in no way be liable for any claims of damage, destruction or loss of personal property or injury or death of Members, their families, occupants, guests and invitees resulting from the use of or activities occurring upon Association property, or property which is otherwise owned, controlled, maintained or operated by the Association, the Master Association or any public entity, including but not limited to the Tampa Palms Community Development District, and the City of Tampa.

SECTION 18. Termination. The homeowners association structure created by this Declaration shall not be terminated without the prior written consent of the Board of Directors of the Master Association.

TAMPA PALMS

SECTIONS 27 & 28,

TOW

CITY OF TAMPA,

HILL:

OR BK 11480 PG 1187

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.00°14'26"W., 2435.09 feet along the West boundary of said West 1/2 of Section 27 to the POINT OF BEGINNING; thence N.75°00'00"E., 887.84 feet; thence S.63°08'40"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 1360.00 feet and a central angle of 34°52'30" (chord bearing S.44°17'35"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, 659.73 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.39°13'50"W., 642.91 feet); thence N.73°16'10"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.15°13'50"W., 50.26 feet); thence N.75°00'00"W., 1200.00 feet; thence N.60°00'00"W., 750.00 feet; thence N.15°00'00"W., 600.00 feet; thence N.85°00'00"E., 700.00 feet; thence S.65°00'00"E., 1100.00 feet; thence N.75°00'00"E., 478.05 feet to the POINT OF BEGINNING.

Containing 51.43 acres, more or less.