

Prepared by and return to

Becker & Poliakoff, P.A.

Steven H. Mezer, Esq.

1511 N Westshore Blvd., Suite 100

Tampa, FL 33607

FOURTH AMENDED AND RESTATED AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE SANCTUARY AT TAMPA PALMS

THIS FOURTH AMENDED AND RESTATED AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SANCTUARY AT TAMPA PLAMS (“Amendment”) is executed the day indicated below by The Sanctuary at Tampa Palms Homeowners Association, Inc. (“Association”).

RECITALS

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of Tampa Palms Unit 4B was recorded in O.R. Book 5666, Page 10; the First Amendment to Declaration of Covenants, Conditions and Reservation of Tampa Palms Unit 4B recorded at O.R. Book 5691, Page 1326; the Amendment to Declaration of Covenants, Conditions and Reservations of Tampa Palms Unit 4B Owners Association, Inc. is recorded at O.R. Book 7303, Page 953; the Certificate of Amendment to The Declaration of Covenants, Conditions and Restrictions of Tampa Palms Unit 4B Owners Association recorded at O.R. Book 7677, Page 485 and are all incorporated herein, the Certificate of Amendment to The Declaration of Covenants, Conditions and Restrictions of The Sanctuary at Tampa Palms formally known as Tampa Palms Unit 4B recorded at 13251, Page 1083-1130; and the Certificate of Amendment to The Declaration of Covenants, Conditions and Restrictions of The Sanctuary at Tampa Palms recorded at O.R. Book 20388, Page 1578-1613 of the Official Records of Hillsborough County, Florida are withdrawn in their entirety (“Declaration”).

WHEREAS, pursuant to Article XVI, Section 3 the Declaration may be amended at any time upon the recording of an instrument executed by an Officer of the Association and approved not less than two-thirds (2/3) of the votes eligible to be cast by the Members of the Association, provided that so long As Declarant is the Owner of any Lot or property affected by this Declaration, or amendment hereto.

WHEREAS, this fourth amended and restated Declaration of Covenants, Conditions and Restrictions of The Sanctuary at Tampa Palms includes substantial rewords, for original wording see lawful text.

WHEREAS, at a duly called meeting of the Members on November 30, 2015 and pursuant to Article XVI, Section 3 the Declaration, the Declaration may be amended at any time upon the recording of an instrument executed by an Officer of the Association and approved not less than two-thirds (2/3) of the votes eligible to be cast by the Members of the Association, provided that so long As Declarant is the Owner of any Lot or property affected by this Declaration, or amendment hereto approved the Amendment as set forth below:

NOW THEREFORE, we, William Edwards, as President and William Schneider, as Secretary of The Sanctuary at Tampa Palms Homeowners Association, Inc., do hereby certify that in accordance with Article XVI, Section 3 the Declaration, the following amendment was approved by not less than two-thirds (2/3) of the votes eligible to be cast by the Members of the Association.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration, shall have the following meanings:

1. "Association" shall mean and refer to The Sanctuary at Tampa Palms Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2. "Articles" shall mean and refer to the Articles of Incorporation of The Sanctuary at Tampa Palms Homeowners Association, Inc., attached hereto as Exhibit "B".

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.

4. "By-Laws" shall mean and refer to the By-Laws of The Sanctuary at Tampa Palms Homeowners Association, Inc., attached hereto as Exhibit "C".

5. "Common Area" shall mean and refer to any and all real and personal property, easements, improvements, facilities and other interest including, but not limited to Roadways not dedicated to a governmental entity now or hereafter owned by the Association for the common use and enjoyment of all of the Owners.

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 and Limited 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 By-Laws.

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

8. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity specifically determined by the Board of Directors or its committees.

9. "Declarant" shall mean and refer to Related Homes of Tampa, Inc., a Florida corporation, its successors and assigns; provided, however, that any successor or assign shall acquire for the purpose of development or sale any or all portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A" attached hereto, and provided further, in the instrument of conveyance to any such successor or assign, such successor or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood as to all of the property described in the Exhibit "A" attached hereto, which is now subject to this Declaration, there shall be no more than one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

10. "Declaration" shall mean and refer to this document, entitled Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of The Sanctuary at Tampa Palms, as the same may be amended and supplemented from time to time.

11. "Limited Common Area" shall mean and refer to any and all real and personal property, easements, improvements, facilities and other interest which are reserved for the use of Owners of certain lots to the exclusion of other Owners of certain lots.

12. "Lot" shall mean any one of the parcels of land into which the Properties have been subdivided according to the Plat thereof and all improvements located thereon.

13. "Master Association" shall mean and refer to Tampa Palms Owner's Association, Inc., a Florida corporation.

14. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owner's 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.

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

16. "Owner" shall mean and refer to the record owner as reflected by the official records of Hillsborough County, Florida, 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.

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.

18. "Plat" shall mean and refer to that Plat or any Replat of the Properties referred to in Article II of this Declaration.

19. "Residential Unit" shall mean a portion of the Community intended for use and occupancy as a residence for single family and shall, unless otherwise specified, include but not limited to, condominium units, patio or zero lot line homes, and single family houses on separately platted lots; further, the term also shall include all portions of the Lot and any structure thereon.

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.

20. "Rules and Regulations" shall mean and refer to procedures for administering the Association and the Community as adopted by resolution of the Board of Directors.

21. "Tampa Palms" shall mean and refer to that Master Planned Community which is the subject of the Master Declaration.

22. "The Sanctuary at Tampa Palms" shall mean and refer to and be the name of, the Community.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is The Sanctuary at Tampa Palms, as recorded in Plat Book 68, Pages 6-1 through 6-5, inclusive, of the Public Records of Hillsborough County, Florida, being the land described and depicted upon a copy of the Plat attached as Exhibit "A", which shall hereafter be referred to as "The Sanctuary at Tampa Palms" and by reference herein, said plat is amended to be known as The Sanctuary at Tampa Palms".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration as follows:

A. The Association, together with the owner of fee simple title to the property involved if other than the Association, shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other person being required, by filing a supplemental Declaration in the Public Records of Hillsborough County, Florida.

B. Additionally, the Association shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other person being required to accomplish the following purposes:

(a) to include within the Community any portions of any rights-of-way which become abandoned and which abut the Community, or to otherwise move the boundary lines of the Community such that at locations where possible, the boundary lines abut public ways;

(b) to include within the Community the situs of lands containing easement ways for ingress and egress and the swale areas of such easement ways which connect any private road system within the Community to the public way;

(c) Upon approval in writing of the Association pursuant to a majority vote of its members, an Owner of any land who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of public record a supplemental Declaration declaring its intention and containing the legal description of the lands to be added.

D. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to merger. The surviving or consolidated association may administer the covenants, restrictions and conditions established by this Declaration within the Community, together with the covenants, conditions and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Community.

ARTICLE III COMMON AREA AND LIMITED COMMON AREA

A. The Common Area is as designated on the Plat or in other documents recorded from time to time by the Declarant or the Association. The Association hereby designates the following tracts on the Plat as the Common Area for the use and benefit of all Owners within the Community: Sanctuary Drive, Serenity Circle and Fairway Palms Court shall be private roadways to provide access to certain Lots and/or property located in the Community. The Declarant may construct a guardhouse at The Sanctuary at Tampa and convey such guardhouse to the Association. If the guardhouse is constructed and conveyed to the Association, the Association shall thereafter maintain the guardhouse, including, but not limited to, paying the cost of any such personnel stationed at such guardhouse.

B. The area depicted on Plat as a Private Drainage Tract "A" (the "Private Lake") is a Limited Common Area which is reserved for the use of the Owners of Lots 52 through 55, inclusive, Lots 59 through 63, inclusive, Lots 67 through 70, inclusive, and Lots 73 through 80 inclusive (collectively the "Private Lake Lots") and the members of the Owners of the Private Lake Lots, their family, tenants, guests and invitees to the exclusion of all other Owners of Lots

in The Sanctuary at Tampa Palms except as provided below concerning the use of a well located at or within the Private Lake. The Association may adopt Rules and Regulations which govern among other things the use of the Private Lake. Notwithstanding any provision to the contrary, the Owners of the Private Lake Lots, shall have the right of access to the waters of the Private Lake from his abutting Lot, however, no abutting Owner shall be deemed to acquire any right in the Private Lake or the waters thereof and, the usage of the waters of such Private Lake and control of the elevation of the water shall be subject to regulations adopted from time to time by Declarant or Association or by the Master Association. Littoral plants along the Private Lake banks and on the Private Lake is part of the water quality and mitigations for Tampa Palms, and maintenance of these plants is the responsibility of the Association or the Master Association if the Master Association deems it in its best interest to maintain such plants. Littoral plants are not to be destroyed, damaged or removed except as authorized by both the Master Association and the Association.

Notwithstanding the foregoing, the Declarant and/or the Association shall have the right in its sole discretion to construct a private well at or within the Private Lake which private well may be used as irrigation for all or any Lots in The Sanctuary at Tampa Palms. The well, if constructed, shall be maintained by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person, who is a record owner of a fee or undivided fee interest in any Lot in the Community shall be a Member of the Association, provided that any person who holds such interest merely as a security for the performance of an obligation shall not be a Member. 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, and by the delivery to the Association of a copy of such recorded instrument. If a copy of said instrument is not delivered to the Association, the new Owner shall become a Member, but shall not be entitled to voting privileges. Membership in the Association by all Owners is compulsory and shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 2. Voting Rights. The Association shall have one (1) class of membership, Class "A", as follows:

(a) All Owners, shall be members, and shall be entitled to one (1) equal vote for each Lot owned in the Community. When more than one (1) person holds an ownership interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) person seeks to exercise it.

Section 3. Election or Appointment of Board: The affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors. The number of Directors comprising the Board shall be as provided from time to time in the By-Laws of the Association.

ARTICLE V EASEMENTS

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

Section 1. Easements for Driveways. Except as provided in the second sentence of this Article V, Section 1, there shall be reciprocal, appurtenant blanket easements between adjacent Lots and such portion of the Common Areas adjacent thereto for the location, construction and maintenance of driveways, together with the right of ingress and egress over and across such driveways for pedestrian and vehicular access (the "Driveway Easement(s)"). Notwithstanding the foregoing, there shall not be a Driveway Easement over such portions of Lots or Common Areas upon which the Declarant has constructed or will construct vertical improvements. The Declarant hereby reserves the right but shall not be obligated to determine the exact location, configuration and size of the Driveway Easement burdening a particular Lot by declaring a specific easement describing the boundaries of said Driveway Easement and recording the same, which declaration, at the election of the Declarant, may reserve for the benefit of said burdened Lot the right to use said Driveway Easement and any improvements located thereon for pedestrian and vehicular access. Upon the recordation of such specific easement with respect to a particular Lot, the blanket Driveway Easement created by this Declaration and burdening said Lot shall be converted and limited to the specific easement as recorded.

Section 2. Easements for Utilities, Etc. Declarant hereby reserves for the benefit of itself, its successors and assigns, and its designees (including, without limitation, the City of Tampa and any utility), blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, construction, repair, maintenance, and replacement of utility services of the Community or any portion thereof, including, but not limited to, water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and other services such as trash disposal, roads, walkways, and security systems. 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 a specific license or easement, to a party furnishing any such utility or service.

Section 3. 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 the Lot, subject to the following provisions:

(i) the right of the Association to suspend the voting rights of an Owner for any period during which any monetary obligation against Owner or his Lot to the Association remains unpaid in excess of ninety (90) days;

(ii) the right of the Association to borrow money for the purpose of improving the Common Area and Limited 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 or Limited Common Area; provided, 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 Declarant, or any Owner, or a holder of any mortgage, irrespective of when executed or given by Declarant or any Owner, encumbering any Lot or other property located within the Community;

(iii) the right of the Association to grant easements across the Common Area and/or Limited 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 and/or Limited Common Area subject to such conditions as may be agreed to by a majority of the Members of the Association and subject to the approval requirements contained in Article VI, Section 3.

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

Section 4. Easement for Entry. The Association shall have an easement to enter into any Lot for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the 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 but not the obligation of the Association to enter a Lot 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 the request by the Board.

Section 5. Easement to Tampa Palms Owners Association, Inc. 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 the Master Association, as set forth in the Master Declaration, its By-Laws, Rules and Regulations.

Section 6. Easement for Wall. The Tampa Palms Community Development District ("CDD") is responsible only for the maintenance of the side of the walls constructed by the CDD or the Declarant or the Association, facing Tampa Palms Boulevard located within the Community and shall have a non-exclusive and perpetual easement to install, repair, replace, and maintain said walls which are to be constructed upon the rear yards of Lots 35 through 50,

inclusive, of The Sanctuary at Tampa Palms, as shown on the Plat thereof and the CDD shall have the right of ingress and egress over said affected Lots contained in the Plat in order to conduct said activities.

Section 7. Easement for Cable and Utilities. An easement five (5) feet in width across the frontage of each Lot or Tract within the Community is deeded and dedicated to Tampa Palms Development Corporation and the CDD, their successors and assigns, for the installment and maintenance of cable, common utilities and drainage.

Section 8. Easement for Private Lake. The Master Association shall have the right of ingress and egress over the Lots contained in the Plat in order to maintain the Private Lake depicted in the Plat if the Master Association decides in its sole discretion to perform such maintenance.

Section 9. Easement for Maintenance. The Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under each Lot, the Common Area and the Limited Common Area at reasonable hours to perform its responsibilities of maintenance, inspection and repair.

Section 10. Damages. The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.

Section 11. Easements for Minor Encroachments. If any roof overhang encroaches upon any other Lot to an extent of not more than two and one-half (2/12) feet, then in such event, a valid easement shall exist for such encroachment and for the maintenance of the roof overhang so long as the roof overhang shall exist. Such easement shall exist to a distance of not more than two and one-half (2-1/2) feet as measured from any common boundary between adjacent Lots. In addition, if any portion of any improvement which benefits one Lot encroaches upon any other Lot other than a Lot described in Exhibit "A" attached hereto and incorporated herein by reference (the "Excluded Lots") to an extent of not more than two and one-half (2-1/2) feet, then in such event, a valid easement shall exist for such encroachment and for the maintenance of the improvements so long as the improvements shall stand. Any such easement for encroachments described herein shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Owners and their respective successors, assigns and grantees.

Excluded Lots

1. Lot 2
2. Lot 3
3. Lot 8
4. Lot 9
5. Lot 10

6.	Lot	11
7.	Lot	12
8.	Lot	13
9.	Lot	16
10.	Lot	24
11.	Lot	28
12.	Lot	47
13.	Lot	50
14.	Lot	51
15.	Lot	53
16.	Lot	54
17.	Lot	55
18.	Lot	56
19.	Lot	57
20.	Lot	61
21.	Lot	64
22.	Lot	67
23.	Lot	72
24.	Lot	75
25.	Lot	80

All Lots are shown in the replat of Tampa Palms Unit 4B now know as The Sanctuary at Tampa Palms recorded in Plat Book 68, Pages 6-1 to 6-5 inclusive, of the Public Records of Hillsborough County, Florida.

ARTICLE VI
THE ASSOCIATION

Section 1. Functions and Services. The Association shall be empowered to do the following:

(a) Adopt Community-Wide Standards of conduct, maintenance, or other activity.

- (b) Adopt and amend By-laws and rules and regulations;
- (c) Adopt and amend budgets for revenues, expenditures and reserves;
- (d) Collect assessments for Common Expenses;
- (e) Hire and discharge employees, agents, independent contractors, managers and administrators;
- (f) Institute, defend or intervene in litigation or administrative proceedings in its own name on its behalf or on behalf of two or more Owners, but only as to matters affecting the Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Area;
- (i) Make additional improvements to the Common Area;
- (j) Acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property;
- (k) Grant easements, leases, licenses and concessions through or over the Common Area;
- (l) Take all actions necessary to enforce the covenants, conditions and restrictions of this Declaration, the Articles, the By-laws and the Rules and Regulations;
- (m) Impose and receive payments, fees or charges for the use, rental or operation of the Common Area and for services provided to Owners;
- (n) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, By-laws and Rules and Regulations of the Association.
- (o) Impose reasonable charges to prepare and record Amendments to the Declaration and Notices of Lien for unpaid assessments;
- (p) Purchase at its option general liability and hazard insurance for improvements and activities on the Common Area;
- (q) Provide for the indemnification of its officers and maintain directors and officers liability insurance;
- (r) Assign its right to future income, including the right to receive annual

assessments;

(s) Exercise any other powers conferred by this Declaration, the Articles of Incorporation, or the By-laws;

(t) Exercise all powers that may be exercised in the State of Florida by similar legal entities;

(u) Appoint a person from the Association to represent all Owners of The Sanctuary at Tampa Palms at meetings of the Master Association. Such a representative, if empowered to do so by appropriate resolution, may exercise all the votes of each Member of The Sanctuary at Tampa Palms;

(v) Exercise any other powers necessary and proper for the governance and operation of the Association, including the delegation of its functions and services to any governmental or private entity.

Section 2. Obligation of the Association. The Association shall carry out the functions and services specified herein first with the proceeds from annual assessments and then, if necessary, with the proceeds from special assessments. The Board of Directors shall consider the proceeds of assessments and the needs of Members in exercising its functions and services outlined in Section 1 of this Article.

Section 3. Association Actions Requiring Approval. Unless the Association receives the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast at a duly convened meeting, the Association shall not be entitled to:

(a) abandon, partition, subdivide, encumber, sell or transfer the Common Area and/or Limited Common Area or any portion thereof. Any such transfer or conveyance of the Common Area and/or Limited Common Area by the Association shall not be made without adequate provision for the continued maintenance and operation of infrastructure improvements for which the Association is responsible. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and/or Limited Common Area shall not be deemed a transfer within the meaning of this paragraph;

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

(c) change, waive or abandon any scheme of regulation, or enforcement of Community-Wide Standards;

(d) use hazard insurance proceeds for losses to any Common Area and/or Limited Common Area other than for the repair or replacement of the Common Area and/or Limited Common Area.

ARTICLE VII
COVENANT FOR MAINTENANCE

Section 1. By the Association. The Association shall maintain, and keep in good repair the Common Area and Limited Common Area and any real property located within the Community upon which the Association has accepted an easement for maintenance. The Association shall maintain the side of the walls constructed by the CDD or the Declarant facing The Sanctuary at Tampa Palms and shall maintain the entire wall if the CDD fails to perform such maintenance. The Association shall also maintain and keep in good repair all improvements constructed by the Association and/or the Declarant within the road and drainage rights-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 when the Board has determined that such maintenance would benefit all Owners. For example, the Association may maintain any city or county properties, as permitted by such governmental authority, which are located within or in a reasonable proximity to the Community to the extent that their deterioration would adversely affect the appearance of the Community. The Association may also maintain and care for the unimproved portions of each Lot. The Association shall be responsible for maintaining the exterior paint of each Residential Unit maintaining (but not repairing or replacing) all walkways and driveways located on or appurtenant to the Lot, as well as watering, fertilizing, mowing, trimming.

Section 2. By the Owner. All maintenance and repair performed by the Owner shall be consistent with the architectural standards and the Community-Wide Standards contained in this Declaration and the Master Declaration and any other guidelines as may be promulgated by the Association.

The Owner shall maintain and repair and replace his Residential Unit including the roof of each Residential Unit and all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot, whether located within or without the Lot boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, chimney flues, if any, [which are to regularly cleaned] or other apparatus serving only the Lot). Notwithstanding the foregoing, the Owner shall not be required to paint the exterior of his Residential Unit.

Section 3. Failure to Maintain. In the event that the Board of Directors determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder was caused through the willful or negligent act of an Owner, his family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may order the repairs, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary.

If the necessary maintenance is the responsibility of the Owner under Section 2 or 3 of this Article, the Owner shall have ten (10) days from the date of the notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair

or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the Owner fails to perform its maintenance responsibility as required herein, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense, and all costs shall be specifically assessed and shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

ARTICLE VIII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance therefore, regardless of whether so expressed in any such deed or other conveyance, covenants and agrees to pay the Association: (1) annual assessments or charges for common expenses, (2) special assessments and (3) individual assessments, including any fines. Each such assessment, together with interest at the rate of 18% per annum, plus a late fee which is the greater of \$25.00 or 5% of each installment which is delinquent, costs of collection and reasonable attorneys' 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 and/or Limited Common Area or by the abandonment of the property against which the assessment was made. In the case of co-ownership a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Annual Assessments. Annual assessments and monthly installments thereof shall be levied by the Association and shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including but not limited to, the maintenance of real and personal property within the Community or owned by the Association, the payment of taxes, insurance and debt service, and the management and administration of the Association.

Section 3. Special Assessment. In addition to the annual assessments 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/or Limited Common Area and improvements thereon.

Section 4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of his Lot is not in conformance with the Community- Wide Standards as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the restrictions imposed by this Declaration and/or the Master Declaration. The amount of such assessment shall be equal to the cost incurred together with an overhead charge of fifteen percent (15%) of said cost and may be enforced in the manner provided for any other assessment.

Section 5. Date of Commencement of Assessments; Due Dates. All assessments shall be payable in advance, and shall commence on the date set by the Board of Directors. At the option of the Board, the payment of assessments may be changed to a more frequent basis. 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 of Assessment. The Board of Directors, at least fourteen (14) days prior to the meeting at which the budget is presented to the Members, shall prepare a budget 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 repair or replacement of the Association's assets. A roster of Owners and assessments to be levied against each Lot shall be prepared concurrently with the budget and shall be kept in the office of the Association and be open to inspection by any Owner, at any reasonable business hour.

The budget and the assessments shall become effective unless disapproved at a meeting by a vote of at least a majority of the votes entitled to be cast at such meeting. 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 the budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 7. Assessments Payable to Tampa Palms Owners Association, Inc. It is expressly understood and agreed to between the parties that all Lots are subject to assessments as provided in the Master Declaration. The Association shall not be responsible for paying such assessments. Such assessments shall not constitute a Common expense of the Association and shall not be included in the operating budget of the Association. Each Owner of the Lot shall pay the assessments provided in the Master Declaration as such assessments become due.

Section 8. Initial Reserve Fund. Upon the initial conveyance of ownership of a Lot by Declarant, each Buyer shall be assessed at closing an assessment equal to two months of the annual assessment for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a capital improvement including, but not limited to private roads, if any, sidewalks, if any, storm sewers, if any, and water and sanitary sewer systems, if any. Said assessment shall be placed in a reserve fund specifically designated for capital improvements.

Section 9. Liens for Assessments. Upon recording of a Notice of Lien, there shall exist a perfected lien for unpaid 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 of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations of Section 10 hereof; and (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 Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey same, During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged against such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may suspend the voting rights and right to use the Common Area and Limited Common Area of a Member while such Member is in default in payment of any monetary obligation for more than 90 days.

Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

All payments shall be applied first to costs and attorneys' fees, then to interest, then to late fees, 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.

Section 10. Subordination of the Lien to First Mortgages; Mortgagees Rights. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon a Lot prior to the recording of a notice of lien for the unpaid assessment. However, a first mortgagee who has joined the Association in the initial foreclosure of its mortgage shall pay the lesser of one year of unpaid assessments or 1% of the original mortgage or such greater amount as provided by Chapter 720, Florida Statutes, as amended from time to time 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, or any other proceeding in lieu of foreclosure. A first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days.

Section 11. Exempt Property. The Common Area, Limited Common Area and properties upon which an easement has been dedicated and accepted by a local public authority and devoted to public use shall be exempt from the assessments, charge and lien created by this Declaration.

ARTICLE IX TAMPA PALMS

Section 1. Ownership in Tampa Palms. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Master Declaration. The Master Declaration provides, among other things, that an Owner shall become a member of the Master Association, shall

acquire certain property rights to Common Areas within Tampa Palms, shall become subject to the assessments of the Master Association, and shall be subject to its architectural standards and issue restrictions. In the case of any inconsistencies between the terms of this Declaration and the Master Declaration, the tenets of the more restrictive provisions shall control unless such terms of the Declaration are prohibited by the Master Declaration and, in that event, the terms of the Master Declaration shall control. The golf course and the Country Club which may be constructed at Tampa Palms are not part of the Community, and Owners have no right, title or interest therein by virtue of their ownership of a Lot.

Section 2. 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 Articles and By-laws, 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 its By-laws. 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 the Master Declaration and By-laws. The Association shall take no action in derogation of the rights of, or contrary to, the interest of the Master Association.

Section 3. Termination of the Association. The Association shall not be terminated without the prior written consent of the Board of Directors of the Master Association. Further, the Association shall not be terminated without providing for the maintenance, repair, and replacements of the Common Area and all improvements constructed by the Association and/or the Declarant within the road and drainage rights-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility. In the event the Association is terminated for any reason, the Master Association shall have the power, but not the duty, to maintain the Common Area and Limited Common Area and perform all functions of the Association.

ARTICLE X ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing on the behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Residential Modification Committee (RMC).

No painting of the exterior of a Residential Unit by an Owner and 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.

A. Policies and Procedures

Section 1. The Residential Modifications Committee. The Board of Directors shall appoint the RMC which shall consist of at least three (3), but no more than five (5) at least one of whom shall be a member of the Board of Directors, all of whom shall serve at the pleasure of

the Board of Directors. The RMC shall advise the Board of Directors on issues relating to all modifications to the exterior of any Unit or Lot including, but not limited to exterior painting, original construction, modifications, additions, landscaping, or alterations made on or to existing Residential Units or Lots. The RMC may assist the Board of Directors in drafting design and development guidelines and application and review procedures, which shall be made available to Owners, builders, landscape contractors and other tradespersons who seek to modify any portion of the community. These guidelines shall be subject to approval by the Board of Directors. The Board of Directors shall publish its approved design and development guidelines. The approved application and review procedures shall be made available to owners, builders, landscape contractors and other tradespersons who seek to modify any portion of the community and who shall conduct their operations strictly in accordance therewith. Any decision of the RMC may be appealed directly to the Board of Directors by any Owner who is adversely affected by a decision of the RMC. An appeal may be initiated by providing written notice of the appeal to the President, Secretary of the Board of Directors or to the property-manager within ten (10) days of the written decision of the RMC.

Section 2. Additional Requirements. The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of, the architectural control provisions contained in the Master Declaration, as modified from time to time. Whenever approval of the Board of the RMC is required hereunder, the granting of such approval shall not dispense with the need to comply with the approval procedures set forth in the Master Declaration. All proposed construction, modifications, additions and improvements shall meet the requirements of this Declaration before being submitted for approval pursuant to the Master Declaration.

The architectural rules and guidelines promulgated by the Board shall be consistent with the Community Development Codes and Land Use Standards established pursuant to the Master Declaration. Notwithstanding the above, the Board may impose stricter rules and guidelines for architectural control than those established by the Master Declaration.

Section 3. House repainting policy. An Owner may request a change in the color of his or her house when it is repainted by the Association as part of the normal Association schedule, subject to the following conditions:

a. The color-scheme requested must be one of those color schemes already approved. (See B, Section 11 Below for Approved Colors). The original design of the Sanctuary at Tampa Palms provided for variations in color scheme. For this reason, the impact of any change shall be reviewed by the Board, before making a decision;

b. All changes in color even within the approved color palette must be approved by the Sanctuary RMC;

c. Any additional cost involved to change color will be paid by the Owner in advance, as outlined in a separate schedule, or as determined by the Board from time to time;

d. The Board may add colors to the approved color palette from time to

time;

- i. All Owners shall be given notice of the proposed change;
- ii. No change will be effective until 60 days after the notice has been given to the Owners;
- e. Walls appurtenant to any Residential Unit, such as entrance patio walls, must be painted white or the base color of the Residential Unit;
 - i. The exterior of community walls on Lots 51, 56, 64 and 65 must be painted white.
- f. At the beginning of the year, the Association will inform all Owners of homes that are to be repainted in that year. At the time the Owners will be asked to advise the Association if they want to request a change in color scheme. Approximately 45 days before houses are to be repainted, the Association will inform Owners in writing of the schedule. The Owners who have requested a change in color scheme will be advised of any extra cost and must remit the appropriate payment to the Association.
- g. Grandfathering. Any non-conforming architectural element which was previously approved in writing by the RMC as a then conforming architectural element may be grandfathered which is to mean (a) the existing approved architectural element may remain in place but (b) it may not be replaced with same in the future or replicated elsewhere in the community.

B. Sanctuary-Specific Guidelines.

Section 1. Awnings. No awning of any type or design which is visible from the street may be attached to the exterior of any Residential Unit in the Sanctuary.

Section 2. Driveways. Driveways may be constructed only of concrete. Standard broom finish or picture book finish are permitted. Concrete color should match sidewalks and no color stamping, color sealers or pavers shall be approved.

Section 3. Fenced Enclosures, Cages, Pet Runs, Pet Tethering Systems. No fenced enclosure, cage, pet run, or any other pet tethering systems may be placed anywhere on any Lot, including porches and lanais. No animal of any type may be left unattended on the lanai or porch (front or rear) of any Residential Unit.

Section 4. Garage Doors. Garage doors shall be replaced with like kind or similar style door to the original door type. Only metal and aluminum garage doors are allowed. Garage door shall be panel style with the look of wood grain. Garage doors must match the body color of the Residential Unit or be white. No wood garage door or garage door stained to appear as wood is permitted.

Section 5. Holiday Decorations. Seasonal holiday decorations may be displayed from October 15 and November 7 and from Thanksgiving Day to January 15 of each calendar year.

Section 6. Windstorm and Hurricane Protection. Windstorm and hurricane protection, consistent with products certified by the Florida Building Commission, may be installed as follows:

a. Permanently installed protection products such as roll down shutters, hurricane glass, laminated glass, and window film designed to be hurricane resistant are permitted.

b. Window film designed to be hurricane resistant must be neutral in color, not reflective and VLT not to exceed 35%.

c. Tracks of mounted fasteners for attaching corrugated panels, fabric protection panels or other hurricane protection panels are permitted and must be the color of the base of the Residential Unit or white.

d. Exterior mounted temporary panels must be made of steel, aluminum or Lexan™. Plywood panels may be installed for windstorm or hurricane protection.

e. Windstorm and hurricane protection devices may be used during forecasted severe weather in the vicinity of West Central Florida as determined by the National Weather Service and/or local radio and TV stations and must be removed or retracted as soon as the emergency has passed and removal is safe.

f. Windstorm and hurricane devices may not be used as security or privacy devices.

Section 7. Landscape and Exterior Lighting. Exterior Lighting is permitted and subject to the following specifications:

a. Low intensity path or landscape lighting shall not disturb the Owners or other occupants.

b. All exterior lighting is to be installed in such a manner as to not cause light spillage onto adjacent property.

Section 8. Landscape Design and Materials.

a. Landscape Plan. Any Owner seeking to make changes in the landscape of his or her Lot shall be responsible for providing to the RMC landscape plans that detail the design and all proposed landscape materials. No work may begin until approval from the RMC in writing is received by the Owner.

Such plans shall be drawn to scale to include dimensions and distances; clearly delineate existing or proposed structures, pavements, setbacks, right-of-ways (easements and other site features; and shall designate by name) and location the plant material to be installed.

Front areas from rear of home to street present an attractive appearance, emphasizing and reinforcing the major entry and the architectural design of the house. Landscaping shall incorporate a mix of approved trees and shrubs and groundcovers equal to 25% of front area in a design appropriate to the scale and design of the house. The immediate area around Residential Unit shall be provided with shrubs or hedges sufficient in size to provide effective foundation planting and screening of services. No more than 20% of the front area shall be sod.

b. Acceptable Plant Palette. The Acceptable plant palette for the Sanctuary may be found in the Master Association Community Development Code Local Use Standards-Patio Homes, as revised from time to time.

Section 9. Mailbox and House Numbers. Mailboxes are provided by the Association and shall not be modified or changed by any Owner. House numbers are provided on each mail box and shall not be modified by any Owner. House numbers may not be painted on any curb or driveway.

Section 10. Materials for Exterior Improvements or Maintenance. Stucco over concrete construction is the only approved material for exterior use. No other material is allowed on the exterior of any Residential Unit.

Section 11. Play Structures; Temporary, Portable, Permanent. The zero-lot concept used within the Sanctuary at Tampa Palms is not conducive to the use of permanently mounted play structures. No play structure, which includes basketball equipment, may be mounted or stored on the exterior of any Lot.

Section 12. Roofs. All roofing material must be concrete tile, pseudo slate style, minimum weight 900 lbs per roofing square. Monier Life Tile *Saxony 900* or equivalent. Approvable roof color Monier Life Tile *Sanctuary Green* or equivalent.

Section 13. Screen or Storm Doors. Screen doors are allowed at the front door in the rear in the lanai birdcage.

Section 14. Screened Enclosures, Bird Cages. Screened enclosures are allowed only in the rear of the Residential Unit, with the exception of the patio units, Lots 39-45 and 48, where the front lanai may be screen enclosed.

All screening and screen enclosures shall be constructed utilizing anodized or electrostatically painted aluminum. Only white and bronze screen/bird cage frames are allowed.

Section 15. Sidewalks. Each Owner is responsible for the sidewalks from the driveway in front of the Owner's Lot to the front door. Poured in place concrete, natural stone

and pavers are the only materials allowed for sidewalks.

Section 16. Solar, Electrical & Water Equipment. Solar electrical panels and other renewal energy devices are encouraged by the Association. The zero lot line configuration within the Sanctuary at Tampa Palms makes ground level installations impractical. If installed at ground level, solar panels shall be screened from public view.

Roof installation of solar panels is permitted. Pipes connecting the panels on the roof must be painted the color of the roof and pipes extending down the side of the Residential Unit must be painted the same color as the Residential Unit.

Section 17. Windows and Glass. Bright-finished or bright plated metal exterior window frames, window screens, louvers, exterior trim or structural members shall not be permitted. The use of reflective mirror finishes on windows is prohibited. Stained glass, colored glass beveled glass, or frosted glass may only be used on the front door, bathroom window next to front door, side lights beside the front door and entry window over staircase in two-story Units.

Section 18. Yard Embellishments and Decorations. Yard embellishments include any non-landscape item placed in the yard (excluding landscape lights which are covered by Section 7). No more than four items of Yard Embellishments may be located in the front yard of any Residential Unit where they may be visible from the street. No sign or yard embellishments of any type may be located on walls or gates located on any Residential Unit. No artificial plants, blooms or any other vegetation may be located in the front of any yard and visible from the street.

Yard embellishments include but are not limited to:

- Benches
- Bird Baths
- Bird Feeders
- Concrete Borders Around Trees or Flower Beds
- Gazing Balls
- Plaques
- Stand Mounted Welcome Signs
- Sundials
- Statuary and Decorative Yard Art
- Wind Chimes

a. Benches, bird baths, bird feeders and statuary must be no larger than four (4) ft high and must be constructed of concrete or weather-proof materials.

b. All yard embellishments must be located within flower beds or suspended from trees where they will not affect lawn maintenance.

Section 20. Walls and Fences. Limitations to easy movement between Lots.

- a. No new wall or fence may be constructed.

b. Owners of Lots along the Tampa Palms Boulevard walls may install a gate between their Residential Unit and the wall, but out of sight of the street. This is to impede passage through the community.

c. All owners may also install a gate between their Residential Unit and the neighboring Residential Unit on the non-zero side to impede passage through the community.

d. Gates between a Residential Unit or Residential Units and walls must be black aluminum or wrought iron and no more than three feet above the ground.

e. All gates for existing wall/patio entrances must be white aluminum and no more than five feet above the ground.

f. No gate may be secured with a lock that will prevent landscape contractors from performing their assignments.

ARTICLE XI CONDEMNATION

General. In the event of condemnation of any portion of the Common Area or Limited Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent lands are available therefore, unless a vote of at least two-thirds (2/3) of the votes entitled to be cast at the meeting called for such purpose where a quorum is present shall vote to not restore or replace such improvements.

ARTICLE XII COMMUNITY STANDARDS

Section 1. General. The Board of Directors may, from time to time, without consent of the Members, promulgate, modify, or delete the use restrictions, rules and regulations applicable to the Lots and Common Area and Limited Common Area. 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 by the vote of a majority of the Members of the Association.

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration, the Master Declaration and the rules and regulations of the Master Association.

Section 2. Residential Use. No trade or business may be conducted in or from any Residential Unit, except that an Owner or occupant residing in a Residential Unit may conduct business activities within the Residential Unit so long as:

- a. The business activity conforms to all zoning requirements for the Community;
- b. The business activity is otherwise permitted under the terms of the Master Declaration;
- c. The business activity is not apparent or detectable from outside the Residential Unit;
- d. The business activity does not involve persons coming onto the Community who do not reside in the Community;
- e. The business activity is consistent with the residential character of the Community; and
- f. The business activity does not constitute a nuisance or a hazardous or offensive use or threatened the security or safety of other residence of the Community.

Section 3. Nuisances. No activity shall be permitted to exist or operate in the Community which constitutes a nuisance or is detrimental to the Community or to any other community within Tampa Palms.

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. Insurance. No Owner shall permit anything to be done or kept in or on his Lot or the Common Area and/or Limited Common Area and/or Limited Common Area which increases the rate of insurance, or results in the cancellation of insurance, on the Common Area and/or Limited Common Area.

Section 6. Pets. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except pets of the customary household variety such as cats, dogs, birds and fish, but only if such pets do not cause a disturbance or a nuisance in the Community.

- a. No pet may be kept, bred or maintained for any commercial purpose.
- b. Pets shall at all times whenever they are out of doors be confined on a leash held by a responsible person.
- c. Owners are responsible for picking up their pet's solid pet waste within the subdivision.
- d. No animal of any type may be left unattended caged or tethered on the lanai or porch (front or rear) of any Residential Unit. Pet doors which allow a pet to enter

the lanai and return to the Residential Unit are not restricted.

Section 7. Signs. To preserve the uncluttered nature of the Community no sign, advertisement, notice (except notices required by law) or banners whatsoever may be erected or displayed upon any Residential Unit or the Limited Common Area with the exceptions of:

a. One security system warning sign consistent with the applicable Master Association restrictions may be placed along the front walkway to the Residential Unit.

b. One "For Rent" or "For Sale" sign may be placed on the front yard, not between the sidewalk and the street. This sign must be the same type as the "TPOA For Sale by Owner" signs and be no larger than 2 ft high and 2 ft 6 in width.

c. One sign supporting a political candidate or position may be erected in the front yard no more than 6 weeks before that election and must be removed the day after the election. The sign must be no larger than 2 ft high and 2 ft 6 in wide.

Section 8. Outside Lighting. Except as may be installed by the Association, no spotlight, floodlight or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Area, Limited Common Area or any part thereof. Low intensity path or landscape lighting which does not disturb the Owners or other occupants shall be permitted. Owners shall be responsible for ensuring that the two lights above their garage door are illuminated during the hours of darkness.

Section 9. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community by which creates a traffic hazard or blocks the vision of motorists upon any of the street, road or intersection within the Community.

Section 10. Service Yards. All garbage receptacles, fuel tanks, gas meters, air conditioning, heating, clotheslines, pool equipment, materials, and supplies, and other equipment placed or stored outside must be concealed from view from roads and adjacent properties. Any visual barrier shall be at least forty inches (40") high and may consist of either an existing wall or additional fencing with landscaping and planting.

Section 11. Antennas, Other Devices. Antennas and other "over the air reception devices" ("OTARD") shall include antennas, aerials, and satellite dishes that are designed and used to receive direct broadcast satellite (DBS) service, including direct-to-home satellite services: video programming services via multipoint distribution services, including multichannel multipoint distribution (MMDS); and television broadcast signals (TVBS). Antennas may be installed in the Community subject to the following restrictions:

a. Only antennas less than 1 meter (39.37 inches) may be installed.

- b. Antennas may be installed only on Unit Owner's Lot; no installation may be placed on any Common Area.
- c. Antennas or satellite dishes greater than one meter are prohibited.
- d. No antenna, dish, or other device used for the transmission or broadcast of any radio, television, microwave or other signal, other than common remote control devices, shall be used within the Community. All other antennas and broadcast reception devices except those expressly permitted herein shall be deemed to be prohibited.

These restrictions are subject to Section 207 of the Telecommunications Act of 1996, as amended in 2001, and any future amendments thereto.

Section 12. Temporary Structures. Except as may be permitted during construction, no temporary structure, such as a trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any Unit at any time, other than tents or other temporary structures placed on the common areas by the Association for a social function.:

(i) Cabanas appurtenant to a swimming pool, detached garage and gazebos in accordance with the standards of the RMC.

(ii) Tents or other temporary structures may be placed on the Common Areas by the Association for a social function; and

(iii) Tents or other temporary structures may be placed on a Residential Unit by an Owner for the use during a social function for a period not to exceed one day.

Section 13. Water Supply and Sewerage. No septic tank shall be permitted within the Properties, except as provided herein, no well shall be installed in the Properties.

Section 14 Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain a small gas tank for a gas barbecue, fireplace and/or hot tub.

Section 15. Parking and Garages. Owners shall park only in their garages, in the driveways servicing their Residential Units, or in appropriate parking spaces designated by the Board. Garage doors shall be kept closed, except when automobiles are entering or leaving the garage. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway.

Section 16. Soliciting. No soliciting will be allowed at anytime within the Community.

Section 17. Maintenance. The portions of the Lots visible from other Residential

Units or from any Common Area or Limited Common Area must be kept in an orderly condition.

Section 18. Trees. No trees greater than three inches (3") in diameter at breast height shall be cut or removed without approval of the Board of Directors.

Section 19. Fences and Walls. No fence, or wall shall be erected after December 5, 1994.

Section 20. Motor Vehicles, Trailers. Etc. No boat, watercraft, boat trailer, mobile home, trailer (either with or without wheels), motor home, van over fourteen (14) feet in length, tractor, truck in excess of three-fourths (3/4) ton cargo capacity, all terrain vehicle, commercial vehicle of any type, camper, motorized camper, motorized go-cart or any other related transportation device shall be stored outside or parked on any Lot or any portion of the Common Area (other than areas provided therefore within the Common Area, if any) or Limited Common Area. The Association may make reasonable rules regarding the use of mopeds and motorcycles in the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Lots on paved surfaces and shall not block sidewalks or bike paths. Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners shall be prohibited.

Section 21. Delivery and Construction Hours. No construction activity, other than work to be performed on the inside of a Residential Unit which is enclosed, and no delivery of construction materials shall be permitted between the hours of 7 p.m. and 7 a.m. of the following day.

Section 22. Recreation Equipment. The zero-lot concept used within the Sanctuary at Tampa Palms is not conducive to the use of permanently mounted play structures. No play structure, which includes, but is not limited to, basketball equipment, volley ball net or swing set, may be mounted or stored on any Lot.

Section 23. Lawns and Landscaping. All lawns and approved landscaping in front of each Residential Unit shall be extended to the street pavement (including each side of any intervening sidewalk) and shall thereafter be maintained by the Association. No gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street. No trash, debris, or refuse pile shall be placed or remain on a Lot.

Section 24. Subdivision. No Lot shall be further subdivided except upon express written consent of the Board of Directors of the Association and of the Master Association, and in accordance with applicable subdivision regulations of the City of Tampa and Hillsborough County.

Section 25. Sale, Rent, Lease, Re-Lease: No Lot or Residential Unit may be leased or rented during the first two (2) years of ownership of that Lot or Residential Unit by the Owner.

For purposes of this Section, a Lot or Residential Unit is deemed to be rented or leased when it is occupied for residential purposes by any person other than the Owner, while the Owner resides elsewhere. Using a fully completed form approved by the Board of Directors and payment of a fee, as determined by the Board of Directors from time to time, Owners selling or leasing their Lots must advise the Association prior to closing of a proposed sale or leasing of a Lot.

ARTICLE XIII ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS

Section 1. Compliance by Owners. Every Owner, Owner's family, guests, invitees, tenants, and employees shall at all times comply with all By-laws, Rules and Regulations, Community-Wide Standards, Use Restrictions, and with the covenants, conditions and restrictions set forth herein and in the deed to his or her Lot (as hereinafter referred to in this Article, the "Rules"). All violations shall be reported immediately to a member of the Board or the Manager of the Association. Disagreements concerning violations, including interpretation of the Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedial action shall control. In the event that an Owner fails to abide by the Rules, then he or she may be subject to any action, right of entry, fine, or other remedy contained in this Declaration or, Florida law. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Association may be entitled. Failure by the Association to enforce any Rule and/or Regulation or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter. The Master Association also shall be entitled to exercise the remedies accorded to the Association in the event of any violation of the Rules and or regulations, and failure by the Master Association to exercise any remedy contained herein shall not be deemed a waiver of the right to do so thereafter.

Section 2. Actions. The Board of Directors may bring an action at law and in equity, including an action for injunctive relief, or both in the name of the Association to enforce the Rules and Regulations and, in such an event, the Association additionally shall be entitled to recover costs and attorney's fees.

Section 3. Right of Entry. Violation of the Rules and Regulations shall give the Association or its duly authorized agent the right but not the obligation to enter a Lot or any portion of the Common Area to summarily abate or remove, at the expense of the Owner, any structure, thing or condition which violates the Rules and Regulations. The Association shall not be liable in any manner for trespass, abatement or removal, and all costs and fees incurred by the Association may be specifically assessed against the violating Owner and shall be treated as an Individual Assessment otherwise due the Association.

Section 4. Enforcement: May be enforced as provided by Section 720.305 Florida Statue, as amended from time to time.

(2) If the Association levies annual assessments payable in monthly installments, the monthly assessment will be due on the first of the month. Any monthly assessment not received by the 5th working day of the month will be subject to a late fee, to the extent permitted by law. Such fee will be levied uniformly and without exception. If an Owner becomes delinquent for two months in succession, the account will be forwarded to the Association's attorney for collection of assessments and the Owner will be responsible for late fees and reasonable attorney's fee's and other costs.

(3) 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 \$100 per violation, against any Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except what no such fine shall exceed \$1,000 in the aggregate.

(a) A fine or suspension may not be imposed without notice of at least 14 day's notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) 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; directors or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(1) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition.

(2) Assessments: Fines shall be treated as a Individual Assessment otherwise due to the Association.

(3) Application: All monies received from fines shall be allocated as directed by the Board of Directors.

(4) Nonexclusive Remedy: Any fine paid by the offending person shall be deducted from the offset against any damages that the Association may otherwise be entitled to recover by law from such person.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges as authorized by these covenants.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges as authorized by these covenants.

ARTICLE XIV
Reserve For Future

ARTICLE XV
Reserve For Future

ARTICLE XVI
GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions contained in this

Declaration or any amendment thereto shall run with and bind the land and any Owner or lessee thereof, and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Master Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. The covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots is recorded which changes or terminates the covenants, conditions and restrictions in whole or in part. However, no instrument which changes or terminates the covenants, conditions or restrictions shall be effective unless executed and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed instrument is sent to every Owner at least ninety (90) days in advance of any action taken.

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 provision 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.2. Termination. Should the Members vote not to renew and extend this Declaration, the Common Area and/or Limited Common Area owned by the Association shall be transferred to a trustee appointed by the Circuit Court of Hillsborough County, Florida, which trustee shall sell the Common Area and/or Limited Common Area free and clear of the limitations imposed hereby upon terms established by a Circuit Court of Hillsborough County, Florida. In such event, however, adequate provisions shall be made for the maintenance of any private water, sewer, streets, or drainage facilities located within the Common Area and/or Limited Common Area, and such maintenance responsibility shall not become the responsibility of the City of Tampa without its consent. The proceeds of a sale of the Common Area and/or Limited Common Area first shall be used for the payment of any debts or obligations constituting a lien on the Common Area and/or Limited Common Area, then for payment of any obligation incurred by the trustee in the operation, maintenance, repair or upkeep of the Common Area and/or Limited Common Area. The excess proceeds, if any, shall be distributed among the Owners in proportion to each Owner's Common Expenses.

Section 3. Amendment This Declaration may be amended at any time upon the recording of an instrument executed by an Officer of the Association and approved by not less than two-thirds (2/3) of the votes eligible to be cast by the Members of the Association, Article VIII (Assessments) may not be amended without the consent of each mortgagee holding a first mortgage upon a Lot. No amendment shall be effective which is deemed by the Master Association to be in conflict with the provisions of the Master Declaration. Any amendment which would impair or prejudice the right or priorities of any first mortgagee shall not be effective without the prior written consent of such first mortgagee. No amendment shall be effective which is deemed by the City of Tampa to affect the Association's obligation to maintain and keep in good repair all improvements constructed by the Association and/or the Declaration within the road and drainage rights-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

Section 6. Partition. The Common Area and Limited 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 within the Community without the written consent of all holders of all mortgages encumbering any portion of the property within the Community.

Section 7. 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 8. Captions. The captions of each Article and section hereof are inserted 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. Conveyances of Common Area and Limited Common Area. The Association shall except conveyances of Common Area as are made from time to time to the Association by Declarant.

Section 10. Security. The Master Association, in cooperation with the Association, will strive to maintain Tampa Palms as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION, NOR THE MASTER ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN TAMPA PALMS OR THE SANCTUARY AT TAMPA PALMS, AND NEITHER THE ASSOCIATION, NOR THE MASTER ASSOCIATION SHALL 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, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, THE MASTER ASSOCIATION, THEIR BOARDS, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURES 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, THE MASTER ASSOCIATION, THEIR BOARDS, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATION OR WARRANTY, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

IN WITNESS WHEREOF, The Association has caused this Fourth Amended and Restated Amendment to Declaration of Covenants, Conditions and Restrictions of The Sanctuary at Tampa Palms to be executed this 1 day of April 2016.

Signed, sealed and delivered in
The presence of:

THE SANCTUARY AT TAMPA PALMS
HOMEOWNERS ASSOCIATION, INC., a
Florida not for profit corporation

Mary Margaret Wilson
Print Name: MARY MARGARET WILSON

By: William Edwards
William Edwards, President

Arthur J. Laird
Print Name: Arthur J. Laird

Arthur J. Laird
Print Name: Arthur J. Laird

Attest to:
William Schneider
William Schneider, Secretary

Mary Margaret Wilson
Print Name: MARY MARGARET WILSON

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1 day of April, 2016, by WILLIAM EDWARDS, President and WILLIAM SCHNEIDER, Secretary, respectively of The Sanctuary at Tampa Palms Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Fourth Amended and Restated Amendment To Declaration of Covenants, Conditions and Restriction of The Sanctuary at Tampa Palms and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 1 day of April, 2016.

Dorothy J. Collins
Notary Public

