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This instrument prepared by:  
Richard A. Schlosser, Esq.  
Brickleyer Smolker & Bolves, P.A.  
500 E. Kennedy Blvd., Suite 200  
Tampa, Florida 33602  
Our File No. 14256

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF PANTHER TRACE VILLAS  
(Tract 25)**

**THIS DECLARATION** is made this 12<sup>th</sup> day of December, 2005, by **WESTFIELD HOMES OF FLORIDA**, a Florida general partnership, hereafter called "Declarant" and is joined into by **S.T.O.F. HOLDINGS, LTD.**, a Florida limited partnership, hereafter called "STOF".

**WITNESSETH:**

**WHEREAS**, Declarant is the builder of homes and the owner of, or has rights to acquire from STOF, certain finished lots and other property located within a portion of a planned unit development located in Hillsborough County, Florida, known as PANTHER TRACE, and described as:

Block 1, Units 1 through 24; Block 2, Units 1 through 12; Block 3, Units 1 through 28; and Block 4, Units 1 through 46, PANTHER TRACE PHASE 2A-2 Unit 1, Tracts A-8, A-1A, A-1B, B-8, B-8A and P-1 according to the map or plat thereof recorded at Plat Book 105, Page 153 et seq. ("the Plat") of the Public Records of Hillsborough County, Florida (collectively, the "Property") and

**WHEREAS**, the Property is subject to the master covenants, conditions, and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Panther Trace II recorded in O.R. Book 15843, Page 1626 of the public records of Hillsborough County, Florida, as amended from time to time the "Master Declaration"; and

**WHEREAS**, the Property is a Neighborhood as defined in the Master Declaration and for the purposes stated hereafter Declarant desires to impose upon the Property covenants, conditions and restrictions, which will touch and concern the Property and are intended to be covenants running with the land.

**WHEREAS**, STOF, as the holder of fee simple title to a portion of the Property, joins into this Declaration merely as an Owner of a portion of the Property, and not as a Declarant.

**NOW THEREFORE**, Declarant and STOF hereby declare that all of the Property above described shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall

run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE I DEFINITIONS

The following words or letters when used in this Declaration (unless the context shall prohibit) shall have the following meanings. All other capitalized words shall have the same meanings as provided in the Master Declaration (as hereafter defined).

**Section 1.** “**Architectural Review Committee**” means such committee as defined in Article VI hereof.

**Section 2.** “**Articles of Incorporation**” shall mean the Articles of Incorporation of the Association, attached hereto as Exhibit “A”, together with any recorded amendments thereto and such are incorporated herein by reference.

**Section 3.** “**Association**” shall mean Panther Trace Villas Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Association is a Neighborhood Association as such term is defined in the Declaration.

**Section 4.** “**Association Documents**” shall mean this Declaration, the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association.

**Section 5.** “**Board**” shall mean the Board of Directors of the Association.

**Section 6.** “**Bylaws**” shall mean the Bylaws of the Association attached hereto as Exhibit “B”, together with amendments thereto and such are incorporated herein by reference.

**Section 7.** “**CDD**” shall mean the Panther Trace II Community Development District.

**Section 8.** “**Common Areas**” shall mean all property, whether improved or unimproved, and all easements therein, shown on the Plat, which from time to time is owned by the CDD, the Master Association, the Association, or dedicated on the Plat for the common use and enjoyment of all Owners. Such Common Areas are more particularly described in Article II, Section 1 of this Declaration.

**Section 9.** “**Declarant**” shall mean and refer to Westfield Homes of Florida and its respective successors and assigns. Westfield Homes of Florida may assign rights as a “Declarant” herein to third parties, in which event such assignment shall be in a written instrument recorded in the public records of Hillsborough County, Florida. This shall be the sole method by which Declarant’s rights may be assigned.

**Section 10. "Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions of Panther Trace Villas.

**Section 11. "Initial Submitted Property"** means Block 1, Units 1 through 24; Block 2, Units 1 through 12; Block 3, Units 1 through 28; Block 4, Units 1 through 46, and Tracts A-8, A-1A, A-1B, B-8, B-8A, and P1, located within the Plat of Panther Trace Phase 2A-2, Unit 1.

**Section 12. "Lot"** shall mean any plot of land shown on the Plat proposed for construction of residential structures, specifically excluding the Common Areas.

**Section 13. "Master Association"** shall mean Panther Trace II Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**Section 14. "Master Declaration"** shall mean the Declaration of Covenants, Conditions and Restrictions for Panther Trace II, recorded in O.R. Book 15843, Page 1626 of the public records of Hillsborough County, Florida, as amended from time to time.

**Section 15. "Member(s)"** shall mean those persons entitled to membership in the Association as provided in this Declaration and the Articles of Incorporation and the Bylaws of the Association. References herein to "Member" shall mean "Members" and vice versa.

**Section 16. "Owner"** shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 17. "Plat"** shall mean Panther Trace Phase 2A-2, Unit 1, as described on the map or plat thereof recorded at Plat Book 105, Page 153 et seq. of the Public Records of Hillsborough County, Florida.

**Section 18. "Submitted Property"** shall mean all of that certain real property which is now or hereafter subject to this Declaration, including the Initial Submitted Property and any additional property hereafter made subject to this Declaration. The Submitted Property may sometimes be referred to also as simply the "Property".

**Section 19. Other Capitalized Terms** Other capitalized terms may be used in this Declaration, whose definitions shall be found in the other text hereof. Such defined terms shall have the same meaning throughout this document as they are defined in the text of this document.

**Section 20. Interpretation.** Use of any gender herein includes both genders. Use of the singular includes the plural and vice-versa.

**ARTICLE II  
PROPERTY RIGHTS**

**Section 1. Common Areas.** "Common Areas" shall initially consist of the following areas shown on the Plat:

- |                                       |  |
|---------------------------------------|--|
| Tract A-8                             | Roads  |
| Tract B-8                             | Landscape easement; wetland conservation; drainage easements; open area      |
| Tract P-1                             | Park site; pool; cabana  |
| Tracts A-1A,<br>A-1B, B-8<br>and B-8A | Wetland conservation, drainage easements, landscape easement and open area). |

Tracts A-1A, A-1B, B-8 and B-8A shall be owned and maintained by the CDD. Tract A-8 (roads), and Tract P-1 (park site, pool and cabana) shall be owned by the Association, but use and access is hereby limited to Members and Owners of Panther Trace Villas (together with their respective tenants, licensees and invitees).

**Section 2. Access, Ownership of Streets.** Tract A-8 (streets and any parking areas) are access easements to and from the Lots and shall be owned and maintained by the Association; however, per the Plat, STOF has granted to Hillsborough County, Florida and to the public, non-exclusive perpetual easements for any and all governmental purposes as further described in the Plat over and across Tract "A-8." These easements also inure to the benefit of the licensees, invitees and tenants of such benefited parties.

**Section 3. Utility Easements.** Pursuant to the Plat, STOF has dedicated and granted to Hillsborough County, Florida and to the public, perpetual, non-exclusive easements on all lands upon which or within which utility improvements exist and on all utility improvements and facilities as further described and shown in the Plat and in the as-built plans filed with Hillsborough County. Utilities serving the Property and Lots, have been, or will be, installed underground within such areas for the use, benefit and service of the Property, the Lots and all improvements upon the Property. Any and all use of utility easements shall be in accordance with the applicable provisions of this Declaration. If any wall is installed by any Declarant, any Owner or any homebuilder over any utility easement, such installation is at the risk of the party making the installation and the utility shall have no obligation to restore the wall to its condition prior to any construction work by the provider of the utility.

**Section 4. Drainage Easements.** Pursuant to the Plat, all areas depicted as "CDD Drainage Easement" are reserved by the Owner as perpetual, non-exclusive easements and shall hereafter be conveyed by separate instrument to and maintained by the Panther Trace II Community Development

District, its successors and assigns, for operation of a common drainage and surface water management system. All the areas depicted on this Plat as "Public Drainage Easement" are hereby dedicated to and shall be maintained by Hillsborough County, Florida as perpetual, non-exclusive easements for drainage purposes.

**Section 5. Public Easements.** Fire, police, health, sanitation, (including trash collection), cable, communications, drainage and other public service personnel and vehicles are hereby granted and shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Property, the Common Areas and each Lot.

**Section 6. Wetland Conservation Area.** The area designated on the Plat as "Wetland Conservation Area," shall be transferred to the CDD for the benefit of the master drainage and wetlands mitigation plan for Panther Trace. No docks or other structures may be placed in or on such areas.

**Section 7. Association's Right of Entry.** The Association's duly authorized representatives, contractors or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Areas or any Lot for the purpose of fully and faithfully discharging the duties of the Association, including the duties of maintenance as set out herein.

**Section 8. Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as expressly provided herein. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 9. Operation of Gated Entries.** Declarant may, but is not required to do so, install gates, guardhouses or other barriers to entry to the Property. These facilities are not deemed to provide security to any party. By acceptance of a deed to a Lot within the Property, each Owner agrees that STOF, the Declarant, the Master Association and the Association have no obligations whatsoever for providing protection to persons on the Property. Owners further acknowledge and agree that an entrance gate does not guarantee the Owners' personal safety or security of Owners' Property. Owners acknowledge that STOF, the Declarant, the Master Association and the Association have no control over said gates and Owners hereby release STOF, Declarant, the Master Association and the Association from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their Property, because a gate in and of itself will not protect Owners from and against said risks and dangers. Owners further agree that STOF, Declarant, the Master Association and the Association shall have no obligation whatsoever for providing protection to Owners or the Property from conditions existing within public or private streets, parks or Common Areas. Owners agree that STOF, Declarant, the Master Association and the Association

shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of a gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate.

**Section 10. Liability of Association.** Notwithstanding anything contained in the Association Documents, neither STOF, Declarant, the Master Association, the Association nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, Owner, occupant or user of any portion of the Property or improvements thereon, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities;

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason;

(d) each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article; and

(e) the Submitted Property may contain a swimming pool, recreation areas/open spaces, and water areas and other natural elements which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and easements, which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this Article, "Association" shall include within its meaning the Declarant, and the directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of the Association and the Declarant.

**Section 11. All Rights and Easements Appurtenant.** The benefit of all rights and easements granted by this Article, or by any supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article or by any supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such supplemental Declaration, unless this Article, or such supplemental Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

**Section 12. Maintenance.**

(a) Responsibility of Association. The Association shall provide grounds maintenance, exterior re-painting and, at the times determined by the Board of Directors of the Association, replacement of all of the shingles upon each Lot. Each Lot is subject to an Annual Assessment (and Special Assessment if necessary) for such maintenance as provided in this Declaration, as the case may be, as follows: (i) the exclusive right of the Association to conduct grounds maintenance, hereafter defined as mowing, blowing, edging, fertilization, insect, weed and disease control, irrigation and maintenance of lawns; trimming and replacement of trees, shrubs and landscaped areas, including any partially enclosed front yards of Lots, walks, fences, walls and hedges (if any); the maintenance, replacement and repair of any other exterior improvements in the Common Area installed by Declarant; (ii) the exclusive right of the Association to painting and repair of exterior building surfaces at the times determined by the Board of Directors of the Association; (iii) the exclusive right of the Association to replace all shingles on all residential buildings; (iv) repair, replacement, and maintenance of the utility easements located under each Lot; and (v) the right to repair, replace and maintain irrigation systems on or under the exterior of each Lot and within any irrigation easement or wall easement. The Association's duty of exterior maintenance does not include: glass surfaces, replacement of exterior doors, gutters or any trees, shrubs, lawns or landscaped areas within an enclosed patio or fully enclosed entry area including the enclosed rear patios of Lots, except that the Association will maintain and replace any hedge or other landscaping installed by Declarant along the boundary between any Lot and the Common Area, if any. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. All maintenance performed by the Association shall be at least up to the "Development Wide Standards" as defined in the Master Declaration. The Association shall have sole discretion as to the timing and necessity of maintenance activities.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair and replacement of all glass surfaces on said Lot; (ii) repair and replacement of all exterior doors; (iii) repair and maintenance of all caulking around exterior doors, windows and vents; (iv) repair, maintenance and cleaning of gutters; (v) inspection and repair of all cracks in stucco and cementitious texture surfaces; (vi) inspection and repair of all cracks or peeling exterior paint; (vii) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed patio or entry area, including the rear patios of an Owner's respective Lot; (viii) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (ix) repair or replacement of any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any guest, tenant or other invitee of such Owner; (x) repair, replacement and maintenance of additional landscaping installed by an Owner within a fully enclosed patio or entry area, including the enclosed rear patio of an Owner's Lot; (xi) cleaning walks or driveways when such cleaning is necessary as determined by the Association, and the cleaning is necessitated by excessive wear or staining; and (xii) roof repair (other than replacement of all of the shingles thereon required by the Association) and maintenance, including but not limited to, such repairs and maintenance as may be necessary to stop or prevent leaks and removal of mildew, algae and other stains. The Owner shall be responsible for removing any staining of a residence or paved area, which may be caused due to water quality or irrigation system. The Association may require from time to time, that Owners adopt systems to prevent stains (such as automatic de-ionization systems). No Owner with a Lot adjoining a lake may utilize the lake to irrigate unless provided by Declarant as part of the original construction, subject to applicable permitting. All maintenance performed by the Owner shall be at least up to the Development Wide Standards, as defined in the Master Declaration.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any guest, tenant or other invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; (v) the Owner fails to comply with any of the maintenance requirements set forth in subparagraph (b) immediately above; or (vi) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-six percent (66%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.



(d) Exterior Maintenance Assessment. An annual exterior maintenance assessment to be used by the Association for the exterior painting and grounds maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including replacement of all shingles thereon and building painting, all as described in this Section 12(a) of Article II, together with reserves for any and all of the foregoing, shall be assessed against each Lot as more fully described in Article VIII hereof.

### **ARTICLE III GENERAL PROVISIONS**

**Section 1. Notice.** 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 personally delivered or mailed, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing. If an Owner does not reside on the Property, it shall be the sole responsibility of said Owner to provide the Association with an alternative mailing address.

**Section 2. Enforcement.** These covenants and restrictions may be enforced by the Declarant, the Association or any Member or Owner of property which is subject to these covenants and conditions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by this Declaration or the Association Documents. Failure of the Declarant, the Association or any Owner or Member to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including, but not limited to, attorneys' fees relating to such action and any appeals thereto, as well as other appellate costs, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

Subject to notice and hearing as may be required by law, the Association has the right (i) to suspend any Owner's right to use the Common Area and any such recreational or other facilities (other than private streets which provide access to the Owner's Lot) for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations; and (ii) to fine an Owner, tenant, guest or invitee of any Owner, not to exceed the maximum amount allowed by law, from time to time. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Section 4. Duration.** This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit

of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Owners and mortgagees.

#### **Section 5. Amendment.**

(a) This Declaration may be amended by solely an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by at least two-thirds (2/3) of each class of Members. Any amendment, to be effective, must be recorded. So long as a Declarant shall own any Lot or have the right to subject additional property to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of a Declarant under this Declaration.

(b) Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to (i) make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's (x) agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, or (z) the issuance of permits to develop land or construct improvements thereto, and (ii) to make corrections to errors in this instrument, or to correct, adjust, modify, or amend the legal descriptions of the properties described herein, provided any amendment does not destroy or substantially alter the general plan or scheme of development of the Property. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any mortgagee, or any other party shall be required or necessary for any such amendment.

Any amendment of this Declaration, which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District, but no record of such approval shall be required to be recorded with the amendment.

Every purchaser or guarantor of any interest in real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

**Section 6. FNMA/FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA), if determined necessary by the Declarant:

- (a) Mortgaging of Common Areas;
- (b) Dedication and conveyance of Common Areas;
- (c) Annexation of additional Property;
- (d) Amendment of this Declaration of Covenants, Conditions and Restrictions; or
- (e) Merger, consolidation and/or dissolution of Panther Trace Villas Association, Inc.

**Section 7. Notice to Lenders.** Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action, which would require the consent of a specified percentage of mortgage holders.

**Section 8. Association Information.** Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners, mortgage holders, insurers or guarantors of any mortgage, current copies of this Declaration, the Master Declaration, Articles of Incorporation and Bylaws of the Association, any rules and regulations concerning the Property, all amendments thereto, and the books, records and financial statements, for the immediate preceding fiscal year of the Association. The Association may charge a reasonable administrative fee to cover photocopy and postage expenses.

**Section 9. Effective Date.** This Declaration shall become effective upon its recordation in the Hillsborough County Public Records.

**Section 10. Encroachment Easements.** In the event that any Lot or improvement thereon shall encroach upon any of the Common Areas, or upon any other Lot, or in the event that any Common Areas shall encroach upon any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

**Section 11. Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or Bylaws of the Association, this Declaration of Covenants, Conditions and Restrictions shall govern. Subject to Article IV, Section 35 hereof, in the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Master Declaration, the most restrictive provision shall govern.

**Section 12. Interpretation.** When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa, and one gender shall include both genders. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

**Section 13. Additional Land / Withdrawal of Land.** The Declarant reserves the right without the approval of any other party to annex additional land to this Declaration and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration. Upon filing of a supplemental Declaration annexing land, the owners of the annexed real property shall be Members of the Association and Master Association and shall enjoy all the rights and privileges thereto, including the use of Common Areas and recreational facilities, if any. The Declarant reserves the right without the approval of any other party to withdraw land from the provisions of this Declaration and such lands shall be withdrawn and no longer subject to the terms, covenants, and conditions of this Declaration. Upon filing of a supplemental Declaration removing land, the owners of the withdrawn real property shall no longer be Members of the Association and Master Association.

**Section 14. Mortgage or conveyance of Common Area.** The Common Areas, or any part of the Common Areas, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of the Members.

#### ARTICLE IV USE RESTRICTIONS

**Section 1. Use.** No Lot shall be used except for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two (2) stories, patios, porches, garages, a swimming pool, hot tubs, spas, gazebos, landscaping, walls, driveways and sidewalks appurtenant thereto. Carports are not permitted. All such improvements must be approved in writing by the Architectural Review Committee prior to commencement of construction or addition of any landscaping.

**Section 2. Outbuildings Prohibited.** No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than

residential purposes, except a builder's temporary structure. No storage buildings shall be permitted. However, the provisions of Sections 26 and 27 of this Article shall supersede this section.

**Section 3. Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of garage, porches, patios and lanais, shall be not less than 1,300 square feet. Living area shall include screened porches with permanent roofs, which are constructed as a component of the original roof structure.

**Section 4. Minimum Lot Size.** No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever from the size of the original Lot as shown on the Plat unless all portions of said Lot be used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant.

**Section 5. Setbacks.** The minimum setback lines hereafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No garage shall be erected closer to the front Lot line than twenty (20) feet, and no rear screen enclosure shall be erected closer to the rear or side lot line than five (5) feet. No dwelling or other structure shall be erected in violation of zoning ordinances. These setbacks may be decreased by up to 25% if approved by Hillsborough County and the Architectural Review Committee in accordance with adopted regulations.

**Section 6. Nuisance Prohibited.** No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraphs 26 and 27 of this Article. Each Owner shall refrain from any act or use of his Lot or the Common Area, which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to another Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot or Common Area. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles, including oil changes, and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot; and

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by a Declarant or builder in connection with construction work and activities engaged upon any Lot.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Property. Notwithstanding the foregoing, no pit bulls or Rottweilers shall be permitted. The following shall apply with regard to any pet which is allowed to be kept in or on a Lot:

(a) Owners of a cat or dog shall be required to keep same on a leash at all times unless kept in an enclosed area;

(b) Owners of a cat or dog shall be required to remove immediately all forms of animal waste from the Property, including but not limited to lawns, walks, driveways, and parking areas, and pets shall not be allowed to deposit waste in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas;

(c) No pet will be allowed which creates excessive noise, emits noxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night;

(d) Any Owner of a pet allowed hereunder who is the subject of three (3) justifiable complaints of violation hereunder shall permanently remove the pet from the Owner's Lot upon notice of same from the Board of Directors or the Association's management company, and said Owner shall not be allowed to have any pets within the Lot at any time thereafter, except upon the express written consent of the Board of Directors;

(e) No more than a total of two (2) cats, dogs, or birds may be kept on any Lot; and

(f) The weight limit for all pets shall be 50 pounds per pet.

**Section 9. Signs.** No signs of any kind, including "For Rent" "For Lease" "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot or vehicle parked anywhere within the Property (including within windows of improvements) unless express prior written approval of the size, shape, content and location has been obtained from the ARC, which approval may be withheld in their discretion and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. By way of example and not limitation, no political signs, business advertising signs, signage importing any type of message other than the Lot is for sale may be placed, erected or installed on the Submitted Property. Signs permitted pursuant to Paragraph 26 herein are exempt from this Section 9. The Association may establish architectural control guidelines regarding the exact location of all signs within the Submitted Property.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted provided they comply with Federal regulation and limitation thereof. Owners shall attempt to screen such devices from view, if possible, in order to keep the Property free from unsightly television reception devices.

**Section 11. Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown on the Plat of the Property. Within these easements, no structure, walls, fences, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

**Section 12. Trees.** In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill, removal, or cutting of trees shall be performed in violation of law or of this Declaration or without the prior approval of the Architectural Review Committee.

**Section 13. Fences, Walls, and Hedges.** Fences of any kind are not permitted within the Property. Walls and hedges may be constructed or installed only by the Declarant and no other party may install a wall or hedge.

**Section 14. Sidewalks.** Simultaneously with the construction of a dwelling on any Lot, a four (4)-foot wide concrete sidewalk shall be installed at the expense of the Declarant according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with site plan of such Lot approved by the Architectural Review Committee.

**Section 15. Commercial Uses.** No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Hillsborough County as a home occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except as set forth in Paragraphs 26 and 27 of this Article.

**Section 16. Appearance of Lots.** No Lot, Common Area or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improved or unimproved, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twelve (12) hours of such expected removal. All containers placed at curbside for pick-up shall be removed within twelve (12) hours of pick-up and stored in a manner or location not to be visible from public streets or neighboring lots. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

**Section 17. Lot Upkeep and Maintenance.** Except for the maintenance responsibilities of the Association, all Lot Owners with completed residences thereon shall keep and maintain the exterior of all buildings, structures and improvements located on the Owner's Lot, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation the painting, repairing, replacing and caring for gutters, downspouts, exterior building surfaces, lighting fixtures, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted. Lots upon which no improvements have been constructed shall be mowed and kept free of trash and debris.

**Section 18. Mailboxes.** The mailboxes and support, if any, which is provided by a Declarant at the time of conveyance by a Declarant, shall remain the same color, structure, and design as it was at the time of conveyance by a Declarant. Repair, replacement and maintenance of each mailbox and support shall be the sole responsibility of each Owner, and not the Association.

**Section 19. Vehicles.**

(a) All vehicles shall be kept inside garages, except that vehicles may be parked on the driveway, but only if the Owner's garage or garages are fully occupied with the Owner's vehicles. Vehicles parked within a driveway shall not block the sidewalk. Garage doors shall be kept closed except when vehicles are entering or leaving the garage. There shall be no overnight parking of any vehicle in the street by an Owner or by the guest, tenant or invitee of an Owner.

(b) Except as hereafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, or bus shall be permitted to remain on any Lot or street within the Property, unless inside a garage or otherwise parked, stored or located in such manner and location so as not to be visible from the public streets and neighboring Lots. Commercial vehicles as defined herein and any truck or vehicle that has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the Property except on a temporary, short-term basis as defined herein. All motor vehicles permitted to be on a Lot must park at all times on pavement, and shall not park on the grass or non-paved area of the Lot.

(c) No motorcycle, motor bike, motor scooter, moped, dual axel vehicle, ATV (all terrain vehicles) or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or the like, shall be permitted to be parked or stored on any Lot, or other residential property, street, road or any other part of the Property, unless the same shall be stored entirely within and fully enclosed by a garage. No



such vehicles may be operated within the Property except for entering and leaving the Property and then only if such vehicle is licensed or registered by the State of Florida to operate on public roads. This section shall not be applicable to Declarant.

(d) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours in duration, of commercial or recreational vehicles belonging to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery, respectively, of materials from and to dwelling units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots, other residential property or Common Areas) and commercial and recreational vehicles belonging to or being used by Owners for loading or unloading purposes only.

(e) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short-term basis only.

(f) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense necessary to recovery of the towed or removed vehicle shall be borne by the Owner or operator of the towed or removed vehicle.

**Section 20. Initial Construction, Repair and Rebuilding.** Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement that has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than nine (9) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within nine (9) months, the Owner thereof shall raze or remove the same promptly from such Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty shall apply to the Architectural Review Committee for approval for reconstruction, rebuilding or repair in a manner that will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

**Section 21. Front Yards.** No Owner shall be permitted to install any additional landscaping anywhere on the Property unless such landscaping is installed within a fully enclosed front or rear patio. The front yard of each residence constructed on a Lot shall remain grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by a Declarant utilized an alternate plant ground cover due to heavy shade on the Lot. Screened enclosures of front porches and front yards are prohibited. Thereafter the same type of plant ground cover shall be utilized unless otherwise approved by the Architectural Review Committee. Nothing herein shall be deemed to prohibit the use of Xeriscape as defined in the Florida Statutes.

**Section 22. Window Air Conditioners.** No window air conditioning unit shall be installed in any window.

**Section 23. Street Lighting.** Each Lot is subject to the power and authority of any lighting district created by Hillsborough County. If at any time hereafter Declarant requests that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as otherwise provided by law, all Owners of such Lots will, upon written request by Declarant: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) join in any petition to annex contiguous property to the street lighting district.

**Section 24. Basketball Goals/Playground Equipment.** Basketball goals, hoops and standards, either temporary or permanent, or playground equipment may not be installed, located, or used within the Property.

**Section 25. Holiday Lights and Other Lighting.** Holiday lighting and decoration shall be permitted to be placed upon the exterior portions of a residence and upon the lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting shall be removed. Lighting and decoration for any holiday other than that referenced above shall be permitted commencing fifteen (15) days prior to said holiday and continuing for 15 days following said holiday, after which time said lighting and decoration shall be removed. The Architectural Review Committee may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

**Section 26. Exemption of Declarant.** Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, or its designated assigns, contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by such Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of a Declarant's business of completing the final development and

establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise;

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to a Declarant and its designated assigns; or

(c) Erecting and maintaining such other improvements and structures as may be deemed necessary or desirable in Declarant's sole discretion to protect and preserve the health, safety and welfare of the Owners.

**Section 27. Exemption of Declarant and Designated Builders.** Every person, firm or corporation purchasing a Lot recognizes that Declarant or home builders designated as approved builders within the Property (hereafter, a "designated builder") shall have the right to:

(a) Use of Lots, residences, and garages erected thereon for sales offices, field construction offices, storage facilities, general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by a Declarant or designated builder;

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in Subsections 26(a) and (b) above;

(d) Declarant and designated builder's rights under the preceding sentence shall terminate when the last Lot is sold by Declarant or a builder to a homeowner, unless prior thereto any such party has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lot which a Declarant or builder may own. All provisions of this Declaration in conflict with this section shall be deemed inoperative as to Declarant or a designated builder.

**Section 28. Front Doors.** The front door of each residence constructed on a Lot shall be maintained in an attractive manner. Front doors may be screened, but only with fully retractable entry doors, which shall be retracted when not in use.

**Section 29. Window Coverings.** All interior window coverings, which are visible from any street shall be white or have a color and material consistent with the outside color of the residence.

**Section 30. Swimming Pools and Porch Enclosures.**

(a) In the event any Owner constructs a swimming pool on a Lot, such pool must be entirely in-ground. The Owner of the Lot must erect a screen enclosure in accordance with Hillsborough County requirements around the entire perimeter of the pool area so as to prevent access to such swimming pool from adjoining Lots or public areas. The term swimming pool shall also include any spa, whirlpool bath, or similar device as determined by the Architectural Review Committee. Fences are prohibited anywhere within the Property, and this prohibition includes the prohibition of fencing used in connection with pool enclosures.

(b) Front porch enclosures are prohibited within the Property. All rear porch enclosures must be approved by the Architectural Review Committee and shall be constructed only with white aluminum supports.

**Section 31. Outdoor Clotheslines.** No outdoors clothesline, of any kind whatsoever, temporary or permanent shall be permitted on any Lot, unless the lines are not visible from the exterior of the Lot.

**Section 32. Damage to Buildings.** In the event a dwelling unit located on a Lot is damaged through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural and/or design plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

**Section 33. Leases.** In order to keep the Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Lease of a Lot is not prohibited, provided that any Lease shall comply with the remaining provisions of this Section 33. All leases shall be in writing;

(b) An Owner desiring to enter into a Lease of his Lot shall provide a copy of the lease form to the Association, and the Association shall have the right to approve the lease form prior to its use. In order for a lease to be approved, it shall have, at a minimum, the following terms and conditions: (i) the lease term shall not be for less than one (1) year; (ii) the lease shall be only for the entire Lot and associated garage; (iii) no tenant shall be permitted the use of more than two parking spaces (including the garage); (iv) every lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration;

(c) Any Owner who has leased his or her Lot shall provide to the Association the name, address and telephone number of the tenant and a copy of the signed Lease not later than the date of occupancy by the tenant;

(d) No tenant shall be entitled to use the Common Areas or any recreational facilities of the Association until the Owner has complied with this Section 33. Access control cards for the use

of Common Areas and any recreational facilities shall be issued to either the Owner or their tenant. Access cards shall not be issued to both the Owner and the tenant;

(e) The use of the Common Areas and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant excludes the right of the Owner to use such Common Areas and recreational facilities during the period of the lease;

(f) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration;

(g) No more than one (1) lease shall be approved within a twelve-month period for any one Lot; and

(h) The Association may charge a reasonable fee for the review of any application for a lease, in an amount which may be established from time to time by the Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

**Section 34. Utility Connections.** All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot, except for wells installed by Declarant or the Association for irrigation of the Lots and/or Common Areas.

**Section 35. Hurricane Shutters.** Any hurricane shutters or other protective devices visible from outside a home shall be of a type as approved in writing by the Architectural Review Committee. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or utilized up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

**Section 36. Drainage Easements.** The Plat provides for drainage easements, which are subject to the following additional restrictions:

(a) Drainage Easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges and landscaping plants, other than grass, except landscaping of stormwater detention and retention ponds as required by the Land Development Code.

(b) Absolutely no fishing, swimming, boating or other activity shall be permitted within any retention/detention areas, drainage easements, ponds or lakes located on the Submitted Property.

**Section 37. Master Association Restrictions.** The covenants contained in the Master Declaration and any additional use restrictions from time to time adopted by the Master Association which are applicable to the Property (collectively, the "Master Association Restrictions"), are

incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Master Association Restrictions the more restrictive restriction as determined by the Association in its sole discretion shall control for purposes of this Declaration.

**Section 38. Wetland Conservation Easement.** The Plat reflects certain areas (Tract B-8A) as "Wetland Conservation Area." The Plat governs access to and from and use of Wetlands Conservation Areas.

**Section 39. Tree Wells.** During the course of development, Declarant may be required to construct tree wells, which are used for the purpose of protecting specimen trees from damage or destruction as part of the development of the subdivision. Maintenance of the tree wells and trees growing therein shall be the sole responsibility of the Association. The Declarant does not warrant or guarantee the survival of any tree on any Lot, including any tree within a tree well. Neither Declarant nor the Association is obligated by law, contract or otherwise to replace any such tree.

## ARTICLE V INSURANCE AND CASUALTY LOSSES; CONDEMNATION

**Section 1. Insurance.** Insurance, other than title insurance, which shall be carried upon the Common Areas, shall be governed by the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for personal liability, personal dwelling unit, personal property or living expenses of any Owner, but the Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall insure Common Areas only and shall not be required to insure buildings on individual lots.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Areas, if any, and any personal property included in the Common Areas, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire, flood (if necessary), hurricane, tornado, windstorm and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Property, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. If necessary, to meet the requirements of applicable law.

4. Directors' and Officers' Liability Insurance. Each member of the Board shall be covered by directors' and officers' liability insurance in such amounts and with such provisions as approved by the Board.

5. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within the Property as part of the Annual Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

**Section 2. Reconstruction or Repair After Casualty.** The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Areas shall be repaired or replaced.

**Section 3. Condemnation.** In the event that any portion of the Common Areas shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Areas by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

**Section 4. Insurance on Lots.** Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

(a) Loss or damage by fire, flood (if necessary), hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an Owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the Owner for the cost of same in accordance with Article VIII, Section 7, of this Declaration.

## **ARTICLE VI DESIGN/ARCHITECTURAL CONTROL**

**Section 1. Design Control.** The Submitted Property shall be subject to the architectural control provisions of this Declaration and of Article X of the Master Declaration. No dwelling, building, parking cover, shed, dock, structure, outbuilding, color change, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Review Committee established pursuant to the Master Declaration. The Architectural Review Committee shall not be a committee of the Association. Rather, the members of the Architectural Review Committee shall initially be appointed (and removed) by STOF. The address of the Architectural Review Committee is currently: 7320 Griffin Road, Suite 220, Davie, Florida 33314-4105. Once STOF no longer owns or has any contractual right to lands within Panther Trace (as defined in the Master Declaration as amended from time to time), the Board of Directors of the Master Association shall appoint (and remove) the members of the Architectural Review Committee. The procedures governing the submission of plans and applications for approval, fees, and duties of the Architectural Review Committee are set forth in the Master Declaration. The Architectural Review Committee shall from time to time adopt Design Guidelines (as such term is defined in the Master Declaration) establishing guidelines with respect to the approval and disapproval of design features, design styles, exterior colors and materials, details of construction, location and size of structures, and landscaping, as more particularly described in the Master Declaration.

**Section 2. Construction Permits.** Construction of the exterior and interior of any structure shall be completed within nine (9) months from the date of the commencement of construction thereof. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

**Section 3. Assignment.** STOF may assign its rights under this Article VI to any party to whom it has also assigned Declarant's rights herein, but to no other party.

## **ARTICLE VII PANTHER TRACE VILLAS ASSOCIATION, INC.**

**Section 1. Purpose.** The Association shall be formed to fulfill the duties described in this Declaration.

**Section 2. Membership.**



(a) Each Owner, by virtue of being an Owner and for so long as he or she is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

**Section 3. Voting.** The Association shall have two classes of voting membership:

**Class A.** So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

**Class B.** The Class B Members shall be the Declarant and as long as there is a Class B membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

- (a) When Ninety Percent (90%) of the Lots have been deeded to Owners other than Declarant; or
- (b) When the Declarant waives in writing their rights to Class B membership.

**Section 4. Rights and Obligations of the Association.** Besides the maintenance and other responsibilities set forth herein, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority, utility or other entity. The Association shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by a Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate.

**Section 5. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed

directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Association rules.

**Section 6. Capital Improvements.** The Association may not expend funds for capital improvements without the prior approval of at least two-thirds (2/3) of those Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present, except for: (i) the replacement or repair of items installed by a Declarant as part of its development of the Property, if any; (ii) the repair and replacement of any personal property related to the Common Areas; and (iii) expenditures for replacement of roofs and other portions of residential dwellings which the Association is required to maintain, together with exterior painting of residential dwellings.

**Section 7. Personal Property.** The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in this Declaration and the Association Documents.

**Section 8. Association Rules.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules, which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 720, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

The Association's rules and regulations shall include rules for the speed limits and traffic regulation on roadways in the common area, and rules for usage of the recreational facilities in the Common Areas, if any. The Association may contract with Hillsborough County for enforcement of traffic regulations on the common area roads, as provided by Section 316.006(3)(b), Florida Statutes. If the Association itself chooses to enforce traffic regulations, the regulations shall be enforced in the same manner as other rules and regulations of the Association, which is by fine pursuant to Chapter 720, Florida Statutes. Fines, however, are not subject to a lien unless collection thereof is reduced to a final judgment as provided by law.

**Section 9. Powers and Authority.** The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Association Documents and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners and Members. Without in any way limiting the generality of the foregoing, the Association shall have the

power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Association rules and regulations and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Association rules and regulations and the Master Declaration.

**Section 10. Indemnification of Officers and Directors.** To the extent permitted by law, the Association shall, and all Owners hereby agree that, the Association shall indemnify each officer, director and employee, from any and all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were adverse to the Association or resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

## **ARTICLE VIII ASSESSMENTS**

**Section 1. Master Association Assessments.** Each Owner is subject to such assessments as may be levied by the Master Association. Such assessments are in addition to and not in lieu of assessments of the Association.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Areas, which assessments are established and shall be collected as hereafter provided. The Annual, Special, Specific Assessments and other assessments, hereafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor. With respect to delinquent Assessments, all funds received by the Association shall be applied to the Owner's account in the following order: (1) interest; (2) late fees; (3) fines; (4) attorneys' fees and related costs; and (5) delinquent Assessments.

**Section 3. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to, Lot maintenance, acquisition, management, insurance, improvement, restoration, renovation, reconstruction, repair, replacement, and maintenance of the Common Areas; the maintenance of a reserve fund for the replacement of shingles, painting, parking areas, recreation areas or any other improvements to any property that is the Association's obligation to repair, maintain, or replace as set forth in this Declaration; the enforcement of the Declaration and Association Documents; the enforcement of Design Guidelines of the Architectural Review Committee; the payment of operating costs and expenses of the Association; the operation of the entry gate; payment of any ad valorem taxes that may be assessed against the Common Areas, and the payment of all principal and interest when due and all debts owed by the Association.

**Section 4. Annual Assessment.** The Annual Assessment shall be used to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements (if any) of the Common Areas and water management system, exterior maintenance of Lots referred to in Article II, Section 2 hereof, and those other responsibilities of the Association as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration.

**Section 5. Maximum Annual Assessment.** The initial Annual Assessment shall be fixed by the Board of Directors. Thereafter, at least thirty (30) days before the expiration of each fiscal year, the Board will adopt a budget for the next year. The adopted budget will be mailed to any Owner within ten (10) days after written request for a copy. If such budget requires an increase in the Annual Assessment which increase is not more than fifteen percent (15%) of the Annual Assessment then in effect, the Annual Assessments in accordance with the approved budget will take effect on January 1 of the year immediately following the conveyance of the first Lot to an Owner without further notice to any Owner. If such budget requires an increase in the Annual Assessment which is more than fifteen percent (15%) of the Annual Assessment then in effect, however, the Board shall call a membership meeting for approval of the budget. In computing the applicable percentage of the new Annual Assessment for the above determination, any increase due to an increase in utility charges for the Common Areas, insurance premiums or cable television charges (if any) shall not be included, but shall be automatically passed on as part of the Annual Assessment. Two thirds (2/3) of each class of those Members voting in person or by proxy and authorized to vote at a meeting at which a quorum is present and voting is sufficient for such approval, and the Annual Assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed Annual Assessment is disapproved, two thirds (2/3) of each class of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges, insurance

premiums and cable fees. The Board may increase the Annual Assessment at any time during the year to provide for an increase in utility charges, insurance premiums or cable fees for the Common Areas.

**Section 6. Special Assessments for Capital Improvements.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, as limited by the provisions of Section 6 of Article VIII. Any such Special Assessment may be payable in one or more installments, with or without interest, as determined at the meeting.

**Section 7. Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall also include charges for maintenance and replacement of any additional landscaping installed by or at the direction of such Owner on such Owner's Lot. This right to fine a lien does not include liens for fines permitted pursuant to Chapter 720, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner.

**Section 8. Property Taxes.** Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Areas shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Areas with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Areas in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Areas, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Areas shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

**Section 9. Notice for Any Action Authorized Under Article VIII.** Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 days nor more than 10 days in advance of the meeting.

**Section 10. Uniform Rate of Assessment; Assessment Shortfalls.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Westfield, so long as it is a Class B Member, shall be excused from the payment of Annual Assessments during such period of time as it contributes to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. STOF shall be exempt from all assessments. The share of each Lot in payment of the assessments for common expenses shall be a fraction of the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction will change if additional land is added to the Property.

**Section 11. Accumulation of Funds Permitted.** The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

**Section 12. Date of Commencement.** The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration.

**Section 13. Certificate as to Status of Payment.** Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate which Assessments have not been reflected in the certificate, and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not so reflected.

**Section 14. Assessment Lien.** All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys fees and paralegal fees, including those for trial and all appellate proceedings, plus any applicable sales or use tax thereon), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage encumbering such Lot, as provided herein; but all other persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration. Fines for rules violations shall not be liens upon any property until reduce to a final judgment by a court of competent jurisdiction.

**Section 15. Effect of Nonpayment of Assessments:** Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. Any delinquent payment shall also be subject to a late fee of twenty-five (\$25.00) dollars. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property involved. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

**Section 16. Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer upon foreclosure shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any lien holder on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

**Section 17. Initial Assessment for Capital Contribution.** At the first closing of every Lot subject to this Declaration (and only at such first closing) the Declarant may collect, on behalf of the Association, a one-time contribution to the working capital of the Association. The amount of the contribution shall be as determined by the Declarant from time to time. This contribution shall be considered a Specific Assessment as described in Section 7 of this Article.

**Section 18. Homesteads.** By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

**Section 19. Reserves.** The Association has no obligation to fund reserves for capital improvements or other expenses of the Association and no claim under any legal theory shall be made against the Association or the Board if reserves for capital improvements or other expenses of the Association are not fully funded. The Board of the Association, from time to time, may elect to fund reserves in full or in part, within its sole discretion. During the period of time that Declarant is funding the operating deficit shortfall as more fully described in Article 10 above, Declarant is exempt from the funding of reserves.

**ARTICLE IX**  
**PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS**

**Section 1. General Rules of Law to Apply.** Each wall built as a part of any residential structure within the Property and placed on the dividing line between Lots and the roofs between Lots for attached units are considered to be a party wall or roof as the case may be. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls and roofs.

**Section 2. Use of Party Walls.** Each Owner shall maintain his or her own Lot, including all boundary walls, roof systems, walkways and balconies, in good repair. Those structures, which may be constructed between two adjoining Lots and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Walls". The centerline of a Party Wall is the common boundary of the adjoining Lot. The cost of maintaining each side of a Party Wall shall be borne by the Lot Owner using said side, except as otherwise provided herein. Each adjoining Owner of a Party Wall, his heirs, successors, and assigns shall have the right to use the same jointly with the other party to said Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hold, conduit, break or other displacement of the original concrete or core board forming said Party Wall. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said wall within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Wall, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor.

If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such wall or any part thereof shall be rebuilt it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the wall within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owners share of the repair or replacement. In the event repairs or reconstruction shall be necessary,



all necessary entries on the adjacent shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

Notwithstanding the foregoing Party Wall obligations, shingles on roof systems shall be replaced by Association per Article II, Section 13 (a).

**Section 3. Destruction by Fire or Other Casualty.** If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore, it; and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**Section 5. Wood Destroying Organism, Rot, Mildew.** In the event that any residential structure or other improvement becomes infested with or affected by any type of wood destroying organism, (e.g. termites, carpenter ants and other wood eating or boring insects), rot, mildew or other agents that may have the ability to affect the integrity of the structure or the health or safety of the occupants, Owners sharing common walls, roofs or other improvements shall be required to participate in the treatment, remediation or repair and re-construction of the structure, whether or not such Owner's structure is currently affected by the infestation, rot or mildew. This requirement is not intended as a penalty, but is intended to prevent only part of a structure from being treated or repaired when the entire structure may be ultimately affected by the wood destroying organism, rot or mildew.

**Section 6. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

## **ARTICLE X RIGHTS OF STOF**

STOF has entered into this Declaration as the owner of part of the Property at a time in which the Declarant has not purchased all of the Property for construction of homes, and not as a "Developer" as that term is defined by Chapter 720, Florida Statutes. As such, Declarant and STOF have agreed that STOF shall have certain rights in connection with the Property and this Declaration

**Section 1. Exemption of STOF from Assessments.** Notwithstanding anything herein to the contrary, STOF shall be exempt from paying any and all Assessments established by this Declaration

during the period of time that STOF owns any of the Lots subject to this Declaration unless and until such a time that all of the rights, powers and privileges of Declarant as the "Declarant" under this Declaration are assigned to STOF by the recording of an Assignment of Declarant's Rights in the public records of Hillsborough County, Florida. Until such time, Declarant shall be responsible for any and all assessments against Lots required by this Declaration, or the funding of any shortfall in assessments pursuant to Article VIII, Section 10 hereof.

**Section 2. Withdrawal of Lands.** Until such time as Declarant has closed upon the purchase of all Lots within the Property, STOF shall have the right, but not the obligation, to withdraw any Lots within the Property not owned by the Association, the Declarant or any home owner who has purchased a Lot from Declarant, from the terms and conditions of this Declaration. Withdrawal shall be accomplished by a supplemental Declaration executed by STOF with the formality of a deed stating what portion of the Property has been withdrawn from the terms and conditions of this Declaration. Upon recording of such an instrument, the lands which are described therein shall be deemed free, clear and exonerated from all terms and conditions of the Declaration, except that withdrawal of any lands from the terms of the Declaration shall not affect any access, utility, or other easements that are appurtenant to, or otherwise provide access, utility service or other rights to the affected lands, whether or not such access, utility or other easement rights arise pursuant to the Plat or this Declaration. The foregoing right shall terminate without any further action on the part of STOF or Declarant upon the recording of a deed to Declarant of any portion of the Property with respect to the Property subject to such deed. Common Areas may not be withdrawn from the Declaration.

## **ARTICLE XI MASTER ASSOCIATION**

**Section 1. Master Declaration.** The Property is subject to the Master Declaration as may be amended from time to time. Members under this Declaration shall be members under the Master Declaration, and shall be subject to the assessment provisions of the Master Association for expenses applicable to all of Panther Trace Phase Two.

**Section 2. Common Areas.** The Common Areas defined under this Declaration shall not be common areas of the Master Association and Members under the Master Declaration shall have no rights or interest in the Common Areas under this Declaration, and use of the Common Areas shall be restricted as provided herein.

**Section 3. Surface Water.** The Panther Trace II Community Development District and the Association as their interests may appear on the Plat or in any permits for construction of surface water systems, shall control and maintain all storm water and surface water systems within the Property. The Association shall have the right to maintain such systems in the event the Panther Trace II Community Development District, as their interests may appear, fails to do so.

(a) It shall be responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management

system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District, and all other governmental regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the Lot and reconstruct the intended flow pattern and assess the property Owner for the expense;

(b) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department. Existing and mature native shrubs in any conservation buffer zone associated with a wetland and landward of any lake, pond or waterway shall be maintained by the Owner. Any removal or trimming of such vegetation is subject to the prior approval of Southwest Florida Water Management District;

(c) Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property; and

(d) No Owner may construct or maintain any building, residence, sign, billboard, utility or other structure on, above, or below the surface; dump or place silt or other substance or material such as landfill, trash, waste or unsightly or offensive materials; remove or destroy trees, shrubs or other vegetation; excavate, dredge or remove loam, peat, gravel, soil, rock or other material in such manner as to affect the surface area; make any use of the surface that does not allow it or any water or conservation area to remain predominantly in its natural condition or make any use that is detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish or wildlife preservation, or to any aspects of any of the Property having historical, archaeological or cultural significance; or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s), conservation easement(s), and drainage easement(s) described in any approved permit and Plat, unless prior approval is received from the Southwest Florida Water Management District ("SWFWMD") Tampa Regulation Department, U.S. Army Corps of Engineers, the Association, and the CDD.

(e) No Owner of property may fill, excavate, clear, mow, plant, or in any other way disturb the areas designated as conservation areas or conservation easements, wetland buffers, wetland mitigation, or upland preservation which are directly adjacent to their unit. These protected areas are clearly defined on the approved construction drawings issued by SWFWMD. Owner will be required to restore any disturbed protected area to its original condition, including the removal of any fill or buildings placed within a protected area, the restoration of original grade elevations which have been modified, the restoration of any native vegetation which has been removed or destroyed, and the removal of any vegetation which has been planted in a protected area and is deemed to be a disturbance by the Tampa Regulation Department of SWFWMD.

(f) No Owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Tampa Regulation Department.

## **ARTICLE XII LIABILITY**

NEITHER DECLARANT, STOF, THE MASTER ASSOCIATION, THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, ANY APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

NEITHER DECLARANT, STOF, THE MASTER ASSOCIATION NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, LICENSEES OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION OF LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, LICENSEES AND INVITEES, RELEASES DECLARANT, MASTER ASSOCIATION OR THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR COMMON AREA WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND WETLAND CONSERVATION AREAS CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

IN WITNESS WHEREOF, Declarant and STOF have caused these presents to be duly executed, by its duly authorized general partner, the day and year first above written.

By: *Diane W. Smith*  
Print Name: Diane W. Smith

By: *Joan B. Atteshaw*  
Print Name: Joan B. Atteshaw

WESTFIELD HOMES OF FLORIDA, a  
Florida general partnership

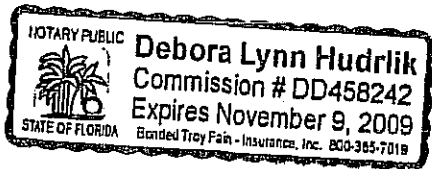
BY: WESTFIELD HOMES OF FLORIDA,  
INC., a Delaware corporation, as its general  
partner

By: *David Pelletz*  
Its: President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December 2005, by DAVID PELLETZ as President of Westfield Homes of Florida, Inc., a Delaware corporation as managing general partner of Westfield Homes of Florida, a Florida general partnership, who is personally known to me or who produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



*Debora Lynn Hudrlik*  
NOTARY PUBLIC  
Name: DEBORA LYNN HUDRLIK  
Serial #: DD458242  
My Commission Expires: 11-09-09

By: Nicole C. Penbergross  
Print Name: Nicole C. Penbergross

By: Patricia M. Salgado  
Print Name: Patricia M. Salgado

S.T.O.F. HOLDINGS, LTD., a Florida limited partnership

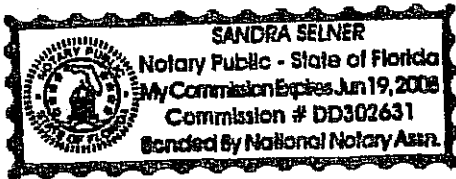
By: SEMINOLE PROPERTIES I, INC., a Florida corporation, as its general partner

By: Mitchell Cypress  
Its: President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12 day of December, 2005, by Mitchell Cypress as President of Seminole Properties I, Inc., a Florida corporation, as general partner for S.T.O.F. HOLDINGS, LTD., a Florida limited partnership, on behalf of said corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



Sandra Selner  
NOTARY PUBLIC

Name: \_\_\_\_\_  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_