

of all shingles thereon and building painting, and to provide for the maintenance, repair and replacement of the Common Area and all facilities located thereon, all as more particularly described in this Declaration, together with reserves for any and all of the foregoing, shall be assessed against each Lot as more fully described in Article VIII hereof.

(e) Termite Damage. In the event any Lot shall incur termite damage, the Association reserves the right to coordinate and supervise all such repairs. Any expenses related thereto that are undertaken by the Association shall be considered subject to a special assessment and divided equally among the number of Lots in each building that are required to be treated. The Association also reserves the right to assess Owners of such Lots for renewal of any warranty upon the expiration of the original policy or treatment. Nothing herein shall be deemed to be a warranty against physical damage caused by the infestation of termites, nor an obligation of the Association to repair such damage.

### 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.

**Section 2. Enforcement.** 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 either 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. These covenants and restrictions may be enforced by the Declarant, the Architectural Control Committee, the Association or any Member or Owner of property which is subject to these covenants and conditions. 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's right (i) to suspend any Owner's right to use the

Common Area and any such recreational or other facilities (other than private streets) 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. Except for any termination by the express terms hereof, this Declaration may be terminated only upon unanimous vote of all Owners and Mortgagees.

**Section 5. Amendment.** This Declaration may be amended only by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by two-thirds (2/3) of each class of Members. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, 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.

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 two (2) years from the date of its recording to 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 agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such 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 these documents 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 such approval is determined to be necessary by the Declarant:

- (a) Mortgaging of Common Area;
- (b) Dedication and conveyance of Common Area;
- (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 Townhomes 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 Submitted 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 Articles of Incorporation and Bylaws of the Association, any rules and regulations concerning the Submitted 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 amount for making copies of any documents requested.

**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 improvement to or other part of a Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any improvement to or other part of the Common Area shall encroach upon on 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 and the Articles of Incorporation and/or Bylaws of the Association, the Declaration 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; Removal of Land.** The Declarant reserves the right to annex additional land, and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration without the approval of Class A membership. Upon filing of a supplemental Declaration, the Lot Owners of the annexed real property shall be Members of the Association and shall enjoy all the rights and privileges thereto, including the use of Common Area and recreational facilities.

Declarant also reserves the right to remove land from the provisions of this Declaration and may do so without the approval of the Class A membership. Removal shall be made by a amendment hereto executed by the Declarant and any other owner of the affected property withdrawing this affected property from the terms and conditions of this Declaration.

**Section 14. Consent of Mortgagees.** The undersigned mortgage holders hereby join in and consent to the recording of this Declaration, and agree that the liens of their respective mortgages are subordinate and inferior to the Declaration.

**Section 15. Mortgage or Conveyance of Common Area.** The Common Area, or any part of the Common Area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of the Members in writing or by vote at a meeting at which a quorum is present.

#### **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, landscaping, walls, fences, and walkways appurtenant thereto. Carports are not permitted. Except for improvements constructed or installed by the Declarant, all such improvements must be approved in writing by the Architectural Control Committee prior to commencement of construction or addition of any landscaping.

**Section 2. Outbuildings Prohibited.** No structure of a temporary character, trailer, tent, shack 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 porches, patios and lanais shall be not less than 1,200 square feet. Living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.