

ARTICLE VII
PANTHER TRACE TOWNHOMES 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 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 voting 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 Seventy-Five Percent (75%) of the Lots have been deeded to Owners other than Declarant; or

- (b) When the Declarant waives in writing its 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 Submitted 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 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 Submitted 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 Submitted Property, if any; (ii) the repair and replacement of any personal property related to the Common Area; and (iii) expenditures for repair, maintenance, or replacement of roofs and other portions of residential dwellings which the Association is required to maintain, together with 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 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 Area. 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 and lien pursuant to Chapter 720, Florida Statutes.

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 to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Association rules.

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. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Submitted Property, hereby covenants, 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, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on the Common Area, which assessments are established and shall be collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter 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.

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, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of roads, sidewalks, shingles, painting, parking areas, mail kiosk(s), a tot lot, a pool and cabana and any other recreation area improvements to any property which 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 standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of the entry gate; 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,