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ARTICLES OF INCORPORATION

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OF

SECRETARY OF STATE
TAMPA, FLORIDA

TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

OFFICE

The principal office of the Association is located at 14916 Winding Creek Court, Suite B, Tampa, Florida 33612.

ARTICLE III

REGISTERED AGENT

Glee A. Triplett, whose address is 911 Church Street, Clearwater, Florida 33516, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Area attached hereto and made a part hereof (the "Property"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association is empowered to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Restrictions for Turner Trace, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the Public Records of Hillsborough County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) enforce the provisions of the Declaration in its name;

(c) fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) collect and pay to the Master Association all amounts properly assessed against the Property under the terms of the Master Declaration, as such terms are defined in the Declaration;

(f) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in or otherwise transfer any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations;

(g) dedicate, sell or transfer all or any part of the Common Area or its other property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument of dedication or transfer has been signed by two-thirds (2/3) of each class of members, with the formalities from time to time required for a deed under the laws of the State of Florida;

(h) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(i) from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the terms of the Declaration and these Articles;

(j) have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Lot; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. So long as Class B membership exists, Class A members shall be all Owners, with the exception of the Declarant, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. If more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the Secretary of the Association in order to entitle the voting co-Owner to vote at such meeting, unless such co-Owners have filed a general voting authority with the Secretary of the Association applicable to all votes until rescinded.

Class B. The Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever first occurs:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) on _____, 19____; or

(c) when the Declarant shall waive its right to Class B membership by an instrument recorded in the Public Records of Hillsborough County, Florida.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than three (3). The term of office for all Directors is one year, and any Director may succeed himself in office. All Directors shall be elected by secret written ballot at the annual meeting. Each member may cast as many votes for each vacancy as such member has under the provisions of Article VI of these Articles, and the person or persons, in the event there is more than one vacancy to be filled, receiving the largest number of votes cast by both classes of membership shall be elected to fill such vacancy or vacancies. Cumulative voting shall not be permitted. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Thomas L. Cummings	14916 Winding Creek Court Suite B Tampa, Florida 33612
Everett Tucker	14916 Winding Creek Court Suite B Tampa, Florida 33612
Maynard Ramsey	P.O. Box 9066 Tampa, Florida 33674

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

Everett Tucker President	14916 Winding Creek Court Suite B Tampa, Florida 33612
Thomas L. Cummings Vice President	14916 Winding Creek Court Suite B Tampa, Florida 33612
Maynard Ramsey Secretary; Treasurer	P.O. Box 9066 Tampa, Florida 33674

ARTICLE IX

INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or Director of the Association, including acts which are adjudged by a court of law to have constituted negligent or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties; and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Proceedings").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

ARTICLE X

DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent by vote of 75 percent (75%) of the votes entitled to be cast by the entire membership

ARTICLE XIII

INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XV

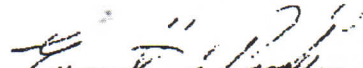
SUBSCRIBERS

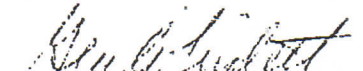
The names and residences of the subscribers of these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Thomas L. Cummings	14916 Winding Creek Court Suite B Tampa, Florida 33612
Everett Tucker	14916 Winding Creek Court Suite B Tampa, Florida 33612
Glee A. Triplett	P.O. Box 1368 Clearwater, Florida 33517

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 3rd day of February, 1982.


Thomas L. Cummings


Everett Tucker


Glee A. Triplett

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority personally appeared Thomas L. Cummings and Everett Tucker, who, after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 3 day of February, 1982.


Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires: 12/31/84
Notary Public, State of Florida

H-2172

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority personally appeared
Glee A. Triplett, who, after being first duly sworn, acknowledged that
she executed the foregoing Articles of Incorporation for the purposes
therein expressed, this 4th day of February, 1982.

[Signature]
Notary Public

RE151

My commission expires:

Notary Public, State of Florida
My Commission Expires 4.7.1985

Having been named to accept Service of Process for the above-stated corpor-
ation, at the place designated in this Certificate, I hereby agree to act in
this capacity, and I further agree to comply with the provisions of all
statutes relative to the proper and complete performance of my duties.

[Signature]
Glee A. Triplett
Registered Agent

Date: February 5, 1982

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF

TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC.

MAILED
MAR 17 10 36 AM '82
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

The undersigned, as the president and secretary of TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., do hereby certify that the Amendment provided for herein was adopted by the Board of Directors on the 16th day of MARCH, 1982.

1. Name of Corporation: TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC.

2. Amendments Adopted:

A. The first two sentences of Article IV of the Articles are hereby amended to read as follows:

"This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the lots and Common Area within the property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and to promote the health, safety and welfare of the residents within the Property and any addition thereto as may hereafter be brought within the jurisdiction of this Association."

B. Exhibit "A" attached hereto and made a part hereof is hereby made a part of the Articles, being the legal description of the lands defined in the Articles as the Property.

C. Subparagraph (b) of Article VI is hereby amended to read as follows:

"(b) on January 1, 1985; or"

D. Article XII is hereby amended to read as follows:

"AMENDMENTS

Amendment of these Articles shall require the assent by vote of seventy-five percent (75%) of the votes entitled to be cast by the entire membership. Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast twenty-five (25%) of the votes entitled to be cast by the entire membership."

A-2187

IN WITNESS WHEREOF, the undersigned have executed
these Articles of Amendment on the 16th day of March,
1982.

Everett H. Tucker
Everett Tucker, President

Maynard Ramsey
Maynard Ramsey, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me
this 16th day of March, 1982, by EVERETT TUCKER and
MAYNARD RAMSEY, as President and Secretary, respectively, of
TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., a Florida not
for profit corporation, on behalf of the corporation.

My commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1984

Carroll W. Hayes
Notary Public

4-2189

EXHIBIT "A"

TURNER TRACE UNIT 1

DESCRIPTION: A parcel of land lying in the Northeast $\frac{1}{4}$ of Section 6, Township 28 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of said Section 6, run thence S. 89°55'33"W., 2,643.99 feet, along the South boundary of said Section 6, to the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 6; thence N. 01°27'25"W., 2,657.64 feet, along the West boundary of said Southeast $\frac{1}{4}$, to the Southwest corner of the aforesaid Northeast $\frac{1}{4}$ of said Section 6; thence N. 01°26'20"W., 402.85 feet, along the West boundary of said Northeast $\frac{1}{4}$ (also being the centerline of Turner Road); thence N. 88°33'40"E., 55.00 feet to the POINT OF BEGINNING; thence N. 01°26'20"W., 653.00 feet along a line lying 55.00 feet East of and parallel with the aforesaid West boundary of the Northeast $\frac{1}{4}$ of Section 6; thence N. 88°33'40"E., 297.34 feet; thence S. 07°05'19"E., 59.46 feet; thence N. 84°54'41"E., 137.40 feet; thence S. 07°05'19"E., 605.51 feet; thence S. 88°33'40"W., 499.92 feet to the POINT OF BEGINNING.

Containing 6.84 acres more or less.

TURNER TRACE UNIT 2

DESCRIPTION: A parcel of land lying in the Northeast $\frac{1}{4}$ of Section 6, Township 28 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of said Section 6, run thence S. 89°55'33"W., 2,643.99 feet, along the South boundary of said Section 6, to the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 6; thence N. 01°27'25"W., 2,657.64 feet, along the West boundary of said Southeast $\frac{1}{4}$, to the Southwest corner of the aforesaid Northeast $\frac{1}{4}$ of said Section 6; thence N. 01°26'20"W., 402.85 feet, along the West boundary of said Northeast $\frac{1}{4}$ (also being the centerline of Turner Road); thence N. 88°33'40"E., 55.00 feet; thence N. 01°26'20"W., 653.00 feet along a line lying 55.00 feet East of and parallel with the aforesaid West boundary of the Northeast $\frac{1}{4}$ of Section 6 to the POINT OF BEGINNING; thence continue N. 01°26'20"W., 560.00 feet along a line lying 55.00 feet East of and parallel with the aforesaid West boundary of the Northeast $\frac{1}{4}$ of Section 6; thence N. 88°33'40"E., 379.92 feet; thence S. 07°05'19"E., 613.41 feet; thence S. 84°54'41"W., 137.40 feet; thence N. 07°05'19"W., 59.46 feet; thence S. 88°33'40"W., 297.34 feet to the POINT OF BEGINNING.

Containing 5.41 acres, more or less.

A-2189

SPECIAL CORPORATE ACTION BY
DIRECTORS OF
TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC.

The Directors of TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, do hereby unanimously agree, consent to, adopt and order the following corporate action:

1. Each of the undersigned does hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given.
2. The sole purpose of the meeting concerned amending the Articles of Incorporation ("Articles"). After discussion, the following resolution was adopted:

A. The first two sentences of Article IV of the Articles are hereby amended to read as follows:

"This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Area within the property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and to promote the health, safety and welfare of the residents within the Property and any addition thereto as may hereafter be brought within the jurisdiction of this Association."

B. Exhibit "A" attached hereto and made a part hereof is hereby made a part of the Articles, being the legal description of the lands defined in the Articles as the Property.

C. Subparagraph (b) of Article VI is hereby amended to read as follows:

"(b) on January 1, 1985; or"

D. Article XII is hereby amended to read as follows:

"AMENDMENTS

Amendment of these Articles shall require the assent by vote of seventy-five percent (75%)


A-2189


of the votes entitled to be cast by the entire membership. Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast twenty-five (25%) of the votes entitled to be cast by the entire membership."

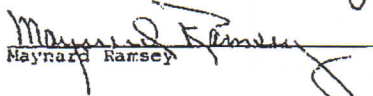
3. The action contained herein was approved on the 16th day of March, 1982, and shall be effective as of the 16th day of March, 1982, unless otherwise indicated.

IN WITNESS WHEREOF, the undersigned have each executed the foregoing Special Corporation Action by Directors for the purpose of giving their consent thereto.

DIRECTORS:


Everett Tucker


Thomas L. Cummings


Maynard Ramsey

A-2189

BYLAWS

OF

TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 14916 Winding Creek Court, Tampa, Florida 33612, but meetings of members and directors may be held at such places within the State of Florida, County of Hillsborough, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Turner Trace Townhomes Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Restrictions for Turner Trace, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" or "Developer" shall mean and refer to The Wellasley Corporation, a Florida corporation, and First Fidelity Development, Inc., a Florida corporation, doing business as Turner Trace, a joint venture, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.



Section 7. "Declaration" shall mean and refer to the Declaration of Restrictions for Turner Trace recorded in the Public Records of Hillsborough County, Florida, the terms of which are incorporated herein by reference.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. If the date determined under the preceding sentence for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following such date which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting in person or by proxy of Members entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any

meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented by proxy.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. All Directors shall serve for a term of one (1) year unless the term of such Director shall end prior to such term by death, resignation or removal.

Section 3. Removal, Death, Resignation. Any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of

Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the date of any such meeting fall upon a legal holiday, then such meeting shall be held at the same time on the next day following such date which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and recreational facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within a reasonable time after the due date of such assessment or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on the Common Area and Restricted Area and other property owned by the Association;

(f) cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and Restricted Area to be maintained.

ARTICLE.VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term or the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and the Board and the Members shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its obligations and privileges.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Florida law from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CERTIFICATION

An instrument signed by any executive officer of the Association, and attested by the Secretary of the Association under the Association's seal, is conclusive evidence that any required approval has been obtained as to persons without actual knowledge to the contrary.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

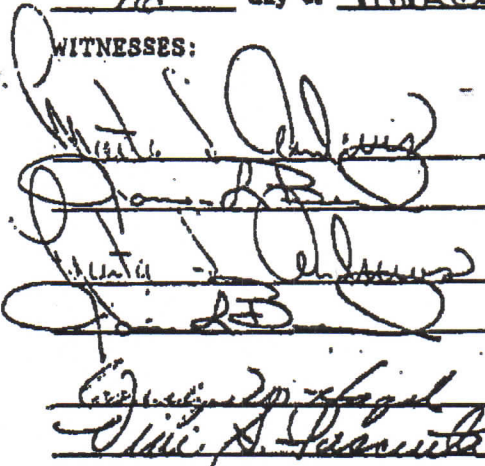
ARTICLE XIV


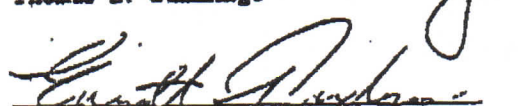
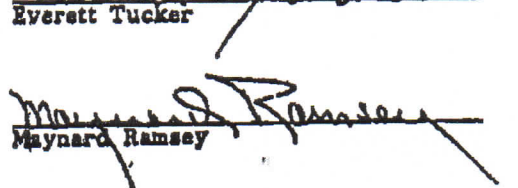
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

IN WITNESS WHEREOF, we, being all of the Directors of Turner Trace Townhomes Owners Association, Inc., have hereunto set our hands this 16th day of March, 1982.

WITNESSES:





Thomas L. Cummings

Everett Tucker

Maynard Ramsey

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 16 day of March, 1981, by Thomas L. Cummings and Everett Tucker.


Notary Public

My commission expires:

Notary Public, State Of Florida At Large
My Commission Expires June 28 1981

(STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 16th day
of March, 1981, by Maynard Ramsey.

Caroline M. Hugel
Notary Public

My commission expires: Notary Public, State of Florida
My Commission Expires

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Turner Trace
Townhomes Owners Association, Inc., a Florida corporation not for profit,
and

THAT the foregoing Bylaws constitute the original Bylaws of said
Association, as duly adopted at a meeting of the Board of Directors thereof,
held on the 16th day of March, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed
the seal of said Association this 16th day of March, 1982.

RE15H

Maynard Ramsey
Maynard Ramsey, Secretary

AMENDMENT TO BY-LAWS OF TURNER TRACE TOWNHOMES
OWNER'S ASSOCIATION, INC.

Article IV Sec. 1 : Number is hereby amended to read as follows:

" sec. 1 Number

The affairs of this Association shall be managed by a board of at least
(3) Directors, who must be members of the Association & owners of record.

Article v Sec.1

Nomination (the nominating committee shall make as many nominations
for election to the Board of Directors as it shall in it's discretion
determine, but not less than the number of vacancies that are to be
filled. Such nominations may be made from among Members who must be
owners of record.

IN WITNESS WHEREOF, the undersigned have caused these presents to be
executed in their names, this 15 day of Nov. 1992

TURNER TRACE HOMEOWNERS ASSOCIATION

BY:

Louis R. Gallick President
Louis R. Gallick, President

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

John Moran
John Moran

Edith Stephens
Edith Stephens

State of Florida)
County of Hillsborough)

The foregoing instrument was acknowledged before me this 15th
day of November, 1992, by Louis R. Gallick as President of
Turner Trace Homeowners Association.

Joan Ann Wertheimer
Notary Public
My Commission Expires

State of Florida)
County of Hillsborough)

The foregoing instrument was acknowledged before me this 15th
day of November 1992, by Edith Stephens as Secretary
of Turner Trace Homeowners Association.

Joan Ann Wertheimer
Notary Public
My Commission Expires

MAIL to 2 Prepared by
Turner Trace Homeowners
5331 Bradbury Court
Tampa, Florida
33624

JOAN ANN WERTHEIMER
MY COMMISSION # 00-25095 EXPIRES
OCTOBER 28, 1995
COUNTY OF HILLSBOROUGH, FLA.

1992 NOV 25 AM 9:56

9-2266232

EXHIBIT
C

REVITALIZED DECLARATION OF RESTRICTIONS
FOR TURNER TRACE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., a Florida corporation, hereinafter called the ASSOCIATION, is the homeowners association that was incorporated on February 3, 1982, to carry out the duties and responsibilities of the Turner Trace Townhomes Subdivision established pursuant to that certain Declaration of Restrictions for Turner Trace recorded in the Public Records of Hillsborough County, Florida, at Official Records Book 3924, p. 386, et. seq. Said Declaration was executed and recorded by the developers, The Wellesley Corporation, a Florida corporation, and First Fidelity Development, Inc., a Florida corporation, that were the fee simple owners of all of that certain real property more particularly described in the land shown on the plats of Turner Trace Unit 1 as recorded in plat book 53, on page 19, of the Public Records of Hillsborough County, Florida, and as legally described in exhibit "A" to the Declaration of Restrictions for Turner Trace as Turner Trace Unit 1. Additional lands were also contemplated as reflected on exhibit "C" of the Declaration of Restrictions for Turner Trace.

Additional lands have been annexed to the Turner Trace Subdivision and have become subject to that original Declaration of Restrictions for Turner Trace and all amendments thereto. Those lands being more fully described in the Supplement to Declaration of Restriction for Turner Trace recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4182, pages 1697-1698; and that corrective Supplement to Declaration of Restrictions for Turner Trace recorded in Official Records of Hillsborough County, Florida, at Official Records Book 6433, pages 1736-1739.

WHEREAS, the Association is governing the Subdivision known as Turner Trace, and the Association deems it necessary, proper and desirable to revitalize said Declaration of Protective Covenants and Restrictions recorded at Official Records Book 3924, page 386 et. seq.; the Supplement to Declaration of Restrictions for Turner Trace recorded in that Official Records Book 4182, page 1697; amendment to Declaration of Restriction for Turner Trace, recorded at Official Records Book 5792, page 1150; corrective Supplement to Declaration of Restrictions for Turner Trace, recorded at Official Records Book 6433, page 1736; and Certificate of Amendment recorded at Official Records Book 16024, page 0975; said protective covenants, restrictions and other conditions placed upon the land within said Subdivision, are incorporated into this Revitalized Declaration of Protective Covenants and Restrictions; it is deemed that said Protective Covenants and Restrictions as amended, supplemented and revitalized shall expressly run with the title to the land and govern all present and future owners and users thereof for their mutual protection, benefit, and wellbeing.

WHEREAS, all of the Supplements and Amendments referenced hereinabove are hereby incorporated into this Revitalized Declaration of Restrictions for Turner Trace.

WHEREAS, said developers deeded all of the common elements described in the plats of the Subdivision in that Warranty Deed dated March 16, 1982 and recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 3924, page 402.

WHEREAS, said Association has the authority to amend said Declaration of Protective Covenants and Restrictions.

WHEREAS, said Association was established for the purpose of enforcing and supervising said restrictions and covenants, which is authorized but not required, to enforce and supervise the compliance with the provisions thereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, the Grantee of any deed conveying any homesite or homesites, parcel or tracks shown on said plat or any plats or portions or re-plats thereof at any time thereof during the term these restrictions are in force shall be deemed by the acceptance of such deed to have expressly agreed to all of such protective covenants, easements, conditions, charges, restrictions, reservations, burdens and servitudes as follows:

ARTICLE I **DEFINITIONS**

1.1 "Association" shall mean and refer to Turner Trace Townhomes Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.2 "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Committee as set forth herein, and their successors and assigns.

1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

1.5 "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

1.6 "Common Area" or "Common Areas" shall mean all portions of the Property (including the improvements and landscaping thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The initial Common Area described on Exhibit "B" attached hereto and made a part hereof shall be deeded to the Association prior to the first conveyance of any Lot from Declarant. The entire sprinkling system serving the Property shall also be deemed a part of the Common Area, and shall be the property of the Association upon installation, regardless of whether all components of same shall be installed within the area described on Exhibit "B".

1.7 "Declarant" or "Developer" shall refer to the parties referenced above, and their successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.8 "Declaration" shall mean and refer to this Declaration of Restrictions for Turner Trace, as modified and amended from time to time.

1.9 "FHA" shall mean and refer to the Federal Housing Administration.

1.10 "Lot" shall mean and refer to any plot of land shown on any recorded plat or subdivision map of the Property or any part thereof, with the exception of Common Areas or areas deeded to a governmental authority or utility.

1.11 "Master Association" shall mean and refer to Carrollwood Village Phase III Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.12 "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III, as recorded in O.R. Book 3684, at page 294, Public Records of Hillsborough County, Florida, along with any amendments or modifications of same.

1.13 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant for so long as the Declarant shall hold title to any Lot.

1.14 "Property" shall mean that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Additional land within the property described in Exhibit "C" attached hereto and made a part hereof may be made subject to the terms of this Declaration by the recording of a supplement hereto executed only by the Declarant, without the consent of the Association or any other Owners, within two (2) years from the date of recording this Declaration provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. Additional residential or commonly owned property, other than as shown on Exhibit "C," may be subject to this Declaration with the consent of two-thirds (2/3) of each class of members of the Association, as set forth in Article V.

1.15 "Restricted Area" shall mean that area of the Property owned by any of the Owners as part of a Lot but exterior to any Townhome, including front walks and front steps leading to any Townhome. The exterior walls of a Townhome, including any finished surface, paint, façade, doors, glass or screened area, shall not be considered part of the Restricted Area.

1.16 "Townhome" shall mean and refer to a single-family dwelling constructed on any Lot.

1.17 "VA" shall mean and refer to the Veterans Administration.

ARTICLE II GENERAL USE AND RESTRICTIONS

2.1 Residential Use; Rental. All of the Property shall be known and described as residential property and no more than one single-family Townhome may be constructed on any Lot. No Townhome may be divided into more than one residential dwelling and no more than one family shall reside within any Townhome. No Townhome shall be leased for a term of less than six (6) months.

2.2 Structures. Any Townhome or other structure erected upon a Lot or elsewhere within the Property must be in compliance with all applicable zoning regulations and this Declaration.

2.3 Townhomes. No Townhome shall have a floor area of less than nine hundred (900) square feet, exclusive of screened area, open porches, terraces, and patios. All Townhomes shall have at least two (2) inside baths. A "bath," for the purpose of this Declaration, shall be deemed to be a room containing at least one shower or tub, and a toilet and wash basin. All Lots shall be landscaped with sodded front, side and rear lawns.

2.4 Easements for Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Lots to and from the easement areas), and Declarant shall have the right hereafter to convey such additional easements over property owned by Declarant as Declarant may deem necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. Subject to the terms of this Declaration regarding maintenance of Common Areas and Restricted Area, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, unless the Owner of such Lot shall consent to such alteration.

*Homeowner
can not
obtain
easement*

2.5 Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings other than a Townhome shall, at any time, be erected on a Lot and used temporarily or permanently as a residence or for any other purpose, without the consent of the Association, except that temporary buildings, offices or facilities may be erected and used by Declarant or its contractors in connection with construction work. No recreational vehicle may be used as a residence or for any other purpose on any portion of the Property.

2.6 Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any portion of the Property, except that real estate brokers, Owners and their agents may show Townhomes within the Property for sale or lease; nor shall anything be done thereon which may become a nuisance or unreasonable annoyance to the other residents of the Property. Notwithstanding the foregoing, every person, firm or corporation purchasing a Lot in the Property recognizes that Declarant, its agents and designated assigns shall have the right to: (i) use Lots and Townhomes erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlighted model Townhomes within the Property open to the public for inspection seven (7) days per week for such hours are deemed necessary. Declarant's rights under the preceding sentence shall terminate on January 1, 1985, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intention of this paragraph that the rights granted Declarant to maintain sales offices, general business offices and model Townhomes shall not be restricted or limited to Declarant's sales activity relating to the Property but shall benefit Declarant in the construction, development and sale of any other property and lots in which Declarant may have an interest.

2.7 Animals. Unless the Board of Directors shall otherwise agree in writing, no animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, except that cats, dogs, and other household pets weighing not more than twenty-five (25) pounds may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not become a nuisance to the neighborhood. No person owning or in the custody of an animal shall allow it to stray or go upon another Lot without the consent of the Owner of such Lot, and all animals shall be on a leash when outside of the Lot upon which such person resides. The Board of Directors may promulgate additional rules and regulations from time to time governing the activities of animals within the Property.

2.8 Vehicles and Parking. No vehicle shall be parked within the Property except on a paved street, a paved driveway, or a paved parking area, in accordance with rules and regulations promulgated by the Board of Directors from time to time. Ownership of each Lot shall entitle the Owner or Owners thereof to the exclusive use of at least one automobile parking space, which shall be as near and convenient to said Lot as reasonably possible. The Board of Directors shall permanently assign one (1) parking space to each Lot, which shall be appurtenant to such Lot and may not be transferred or assigned except as an appurtenance to such Lot. No trucks or vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked within the Property. No boats, boat trailers, campers, vans, motor homes, motorcycles or other recreational vehicles, or any vehicles not in operable condition and validly licensed, shall be permitted to be parked within the Property.

2.9 Storage; Clothes Hanging; Antennas. No Lot shall be used for the storage of rubbish. Trash, garbage, or waste shall not be kept except in sanitary containers properly concealed from public view, and in accordance with any rules promulgated by the Board of Directors from time to time. Clothes hanging devices exterior to a Townhome shall not be permitted. No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics, and no such devices shall be allowed in the event the same cause interference to the reception of other residents of the Property. No cable television facilities shall be installed within the Property, except as approved in writing by the Association.

2.10 Signs. No unit owner shall advertise by displaying on the exterior of any unit, a sign or notice of any kind whatsoever, including but not limited to "For Rent", "For Sale", or "Open House" signs, nor shall such signs be posted or displayed in the interior of a unit in such a manner as to be visible from the exterior of any unit or common area.

2.11 Ponds. Any ponds or other water retention areas ("Ponds") constructed by Declarant within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of Lots or members of the public use such Ponds for swimming, bathing, boating or other recreational purposes.

2.12 Wells; Oil and Mining Operations. No water wells may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee, which approval may be subject to any conditions deemed necessary or desirable by the Committee. Any approved wells shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

2.13 Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent Declarant from using any equipment required in construction of any improvement upon the Property.

2.14 Air Conditioner and Water Softeners. Provided the design, construction and installation location shall have first been approved by the Architectural Control Committee, exterior air conditioning units and related apparatus and water softeners may be installed within the Common Area or Restricted Area. Any air conditioning unit and related apparatus installed by Declarant shall conclusively be deemed approved by the Committee.

ARTICLE III

ARCHITECTURAL CONTROL, MAINTENANCE AND COMMON AREAS

3.1 Architectural Control. No Townhome, building, wall, pavement or other structure or improvement of any nature shall be erected, placed or altered on any portion of the Property until the construction plans and specifications and a plot plan showing the location of the structure or improvement shall have been approved in writing by the Architectural Control Committee. Each structure or improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, including landscaping plans, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any Townhome, building, wall, pavement, other structure or improvement, any change in the finished ground elevation, and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. In the event the Committee shall fail to approve or disapprove any plans or specifications within thirty (30) days of submission, approval of such plans or specifications shall be deemed given. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate a representative or agent to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

3.2 Liability of Architectural Control Committee. The Architectural Control Committee and each of its members from time to time shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of said Committee, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any Owner by acquiring title to any Lot, agrees that such person shall not bring any action or claim for any such damages against the Architectural Control Committee, its members, agents or employees.

3.3 Exterior Appearance and Landscaping. The paint, coating, stain and other exterior finishing colors or surface finishes on all Townhomes may be maintained as that originally installed without prior approval of the Architectural Control Committee, but prior written approval of the Architectural Control Committee shall be necessary before any such exterior finishing color or finish is changed by any person or entity other than Declarant. The landscaping of each portion of the Property, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained as originally installed, unless the prior approval for any change proposed by any person or entity other than the Declarant is obtained from the Architectural Control Committee. Aluminum foil may not be placed on windows or glass doors. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any portion of the Property by any person or entity other than the Declarant, unless

Handwritten signature

and until the size, location, design and type of material for said box or receptacle shall have been approved by the Architectural Control Committee. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

3.4 Care and Appearance of Townhomes; Lien Rights. Each Townhome shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, glass and screened areas, by and at the expense of the Owner of the Lot upon which the Townhome is situated. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Townhome shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Hillsborough County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this paragraph and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of recording of said notice of lien, and in any action to enforce payment the Association shall be entitled to recover costs and attorneys' fees. The lien herein provided shall be subordinate to the lien of any mortgage, encumbering any Lot, in favor of any institutional lender or mortgage company or insured by the FHA or by the VA, provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

3.5 Shared Elements. Each wall of a Townhome which is immediately adjacent to the wall of another Townhome, as originally constructed by Declarant, is separated by air space from the wall of the adjacent Townhome, the air space separating said adjacent walls being covered at the roof line by metal flashing. The cost of repair, maintenance and replacement of such metal flashing shall be shared equally by the Owners of the Townhomes which are separated by the air space covered by such metal flashing, and any Owner who incurs any expense for repair, maintenance or replacement of such metal flashing may force contribution from the Owner sharing the responsibility therefor by any available legal remedy. By acceptance of a deed to any Lot, each Owner irrevocably appoints any member of the Board of Directors as its agent for the service of process in connection with any action for contribution brought by an Owner of an adjacent Townhome, with respect to expenses incurred for which the Owner being served is responsible under this provision. This provision shall not prejudice the right of any Owner to

call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner, and the obligation to make contribution, shall be appurtenant to the land, so that the right and obligation to make contributions shall pass to each Owner's successor in title. Any party who seeks to enforce the provisions of this Section 3.5 against a defaulting party obligated to make contribution shall be entitled to recover against the defaulting party attorneys' fees and costs incurred, whether or not suit is brought.

3.6 Utilities, Equipment and Fixtures. All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one Townhome, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot of the Townhome served by such equipment and fixtures. In the event any such equipment and fixtures are installed on a Lot to serve more than one Townhome, the expense of maintaining and repairing same shall be shared equally by the Owners of the Townhomes served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Townhome or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Townhome or any Owner or resident of the Property or create a hazard to persons or property.

3.7 Maintenance of Common Areas and Restricted Area. All of the Common Areas and Restricted Area shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all landscaped areas, including without limitation trees, grass, shrubs and plantings, all walks, walkways and other exterior improvements, including without limitation steps leading to an exterior door of any Townhome, and all recreational and other commonly owned facilities shall be maintained exclusively by the Association and not by any Owner or Owners individually, regardless of whether any of same are within the boundaries of any Lot. This provision shall not limit the obligation of an Owner to maintain the exterior of his Townhome, including screened patio areas. In the event that the need for maintenance or repair under this provision is caused by the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner's Lot is subject under Article IV.

3.8 Use and Alteration of Common Areas and Restricted Area. The Common Areas shall be for the use and benefit of the Owners and authorized residents of the Property, collectively, for any proper purpose. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenant, or contract purchasers who reside on the Property. No Owner or authorized resident of the Property shall use any portion of the Common Area in a manner in which would exclude the use thereof by any other Owner or authorized resident of the Property. The Common Areas shall be used by each Owner or authorized resident of a Townhome in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. The Common Areas and

Restricted Area shall not be used for storage of any nature unless the Architectural Control Committee shall otherwise approve such use in writing. No change or alteration shall be made to the Common Area or Restricted Area except with the approval of the Architectural Control Committee.

3.9 Easement Over Common Area. A non-exclusive easement is hereby established over all portions of the Common Area for ingress and egress to and from all portions of the Property, and for maintenance of the Common Area and all of the Townhomes, for the benefit of the Association, the Architectural Control Committee, all Owners and residents of the Property, and their invitees and licensees, as appropriate, subject to the following:

(a) the right of the Association to suspend the voting rights and right to use of any recreational facilities within the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations; whether or not such Owner had actual knowledge of such rules and regulations at the time of the infraction.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(c) the rights of Owners to exclusive use of a parking space, as set forth in Section 2.8.

3.10 Easement Over Restricted Area. An easement is hereby established over the Restricted Area for the purpose of ingress, egress and maintenance, in favor of the Association, the Architectural Control Committee, and their agents and employees, for use incident to the exercise of the rights and duties of the Association and the Committee as set forth herein.

3.11 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Common Area and Restricted Area may be made and amended from time to time by the Board of Directors and the Association in the manner provided in the Articles and Bylaws. Copies of such rules and regulations shall be made available to all Owners upon request.

3.12 Declarant's Rights. Until Declarant has completed all construction within the Property and has closed the sales of all Lots to other persons, neither the Owners nor the Association nor the use of any Lot shall interfere with the completion of improvements and sales of Lots. Declarant may make such use of unsold Lots and of the Common Areas as may facilitate completion of improvements and sales of Lots.

3.13 Insurance. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas and Restricted Areas as a common expense of all Owners.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for such Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed covenant and agree to pay to the Association:

(a) annual assessments or charges; and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by the successors.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property and for the improvement and maintenance of the Common Area and Restricted Area.

4.3 Maximum Annual Assessment. Until January 1 of the new year immediately following conveyance of the first Lot to an Owner, other than Declarant, the maximum annual assessment shall be \$900.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, other than Declarant, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the members of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a two-thirds (2/3) vote of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum stated herein.

4.4 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 reconstruction, repair or replacement of a capital improvement upon the Common Area or within

the Restricted Area, including fixtures and personal property related to the Common Area, provided that any such assessments shall have the assent by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.5 Notice and Quorum for any Action Authorized Under Section 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence in person or by proxy of members entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge; furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.8 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest contract rate of interest permitted by Florida law from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.9 Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to all payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

V THE ASSOCIATION

5.1 Powers and Duties. The Association shall have the powers and duties set forth in the Articles and By-laws, including the right to enforce the provisions of this Declaration, the right to collect assessments for expenses relating to the Common Areas and Restricted Area, and the

right to collect and pay any and all assessments due to the Master Association under the terms of the Master Declaration.

5.2 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Lot.

5.3 Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled to one (1) vote, to be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the occurrence of any of the following events, whichever shall first occur:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on January 1, 1985.

(c) when an instrument executed by the Declarant is recorded in the Public Records of Hillsborough County, Florida, waiving the Declarant's right to Class B membership.

ARTICLE VI MISCELLANEOUS

6.1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Hillsborough County, Florida, and the Restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of twenty (20) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, an instrument in writing, signed by a majority of the Owners of Lots within the Property, has been recorded in the Public Records of Hillsborough County, Florida, which instrument may alter or rescind this Declaration in whole or in part. Subject to the provisions of paragraph 6.2, this Declaration may be amended or modified during the first twenty (20) year period only by an instrument signed by the Owners of at least ninety percent (90%) of the Lots, and after the first twenty (20) year period, only by an instrument signed by the Owners of seventy-five percent (75%) of the Lots within the Property. No amendment of this Declaration pursuant to this paragraph, however, shall require a Lot Owner to remove any

structure constructed in compliance with this Declaration as the same existed on: (i) the date on which the construction of such structure commenced; or (ii) the date on which the Owner took title to his Lot, if the construction of such structure commenced within ninety (90) days of his taking title; nor shall any amendment pursuant hereto require Declarant to relinquish any rights reserved to it under this Declaration. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of Hillsborough County, Florida.

6.1.1 Alternative Method of Amendment. In addition to the method of amendment called for in Section 6.1 above, this Declaration may be amended at a duly called meeting of the membership, by a majority of the voting interests of the Association present and voting, in person and/or by proxy at a duly called meeting at which a quorum is present. All owners will be notified of all matters requiring a vote in writing with a thirty (30) days notice of meeting. Any amendment shall be recorded among the Official Records.

6.2 Enforcement. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Declarant, the Association or any other person or persons owning any Lot within the Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceeding is to prevent such persons from so doing, or to recover damages, or against the land to enforce any lien created hereunder, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonably attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. Declarant shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Failure of Declarant or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with the restrictions set forth herein, shall not prevent the Declarant, the Association or any of the Lot Owners from enforcing the restrictions set forth herein.

6.2.2 The association may levy reasonable fines for the failure of the owner of a unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(a) The association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

(b) A fine or suspension may not be imposed unless the association first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the committee does not agree, the fine or suspension may not be imposed.

(c) If a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.

(d) The association may suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association. The notice and hearing requirements under section (2.2 above) do not apply to a suspension imposed under this subsection.

(e) All suspensions imposed must be approved at a properly noticed board meeting. Upon approval, the association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

6.3 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

6.4 Severability. Invalidation of any terms or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

6.5 Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the terms "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE VII

Attached hereto as exhibit "A" are the Articles of Incorporation of Turner Trace Townhomes Owners Association, Inc; and all amendments thereto attached hereto as exhibit "B" are the Bylaws of Turner Trace Townhomes Owners Association, Inc; attached hereto as exhibit "C" is the Amendment to Bylaws of Turner Trace Townhomes Owners Association, Inc. originally recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 6805, page 1108; attached hereto as exhibit "D" is the last completed tax assessment roll for Turner Trace Townhomes Owners Association, Inc; attached hereto as exhibit "E" are the plats of the Turn Trace Subdivision as they appear in plat book 53, page 19-1 through 19-3, plat book 55, pages 13-1 through 13-2, plat book 71, pages 55-1 through 55-2, plat book 71, pages 43-1 through 43-2, plat book 71, pages 12-1 through 12-2, plat book 71, pages 56-1 through 56-2, plat book 71, pages 57-1 through 57-2; attached hereto as exhibit "F" is the letter of approval of revitalization of the Declaration of Covenants issued by the State of Florida, Community Affairs.

IN WITNESS WHEREOF, the undersigned corporations have caused these presents to be executed in their names, under their corporate seals and by their duly authorized officers, this 11th day of December, 2012.

TURNER TRACE TOWNHOMES
OWNERS ASSOCIATION, INC.

By:

Betty A. Griffin

President of Turner Trace Townhomes Owners
Association, Inc.

Darlene Carter
Witness

Darlene Carter
Print Name

Donna Cox
Witness

Donna Collins
Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 11th day of December, 2012, before me personally appeared Betty A. Griffin President of Turner Trace Townhomes Owners Association, Inc., a not-for-profit corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at Tampa, in the County of Hillsborough, State of Florida, the day and year last aforesaid.

Catherine Chapman
Notary Public



Attest: Carolyn Obenberger
Secretary

Darlene Carter
Witness

Darlene Carter
Print Name

Donna Collins
Witness

Donna Collins
Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

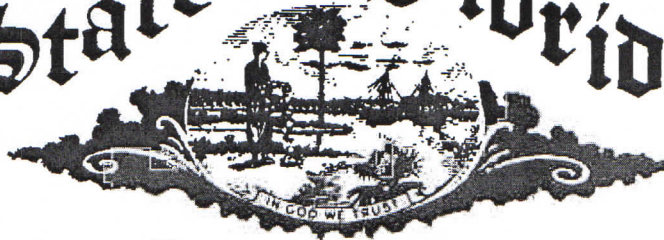
I HEREBY CERTIFY that on this 11th day of December, 2012, before me personally appeared Carolyn Obenberger Secretary of Turner Trace Townhomes Owners Association, Inc., a not-for-profit corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at Tampa, in the County of Hillsborough, State of Florida, the day and year last aforesaid.

Catherine Chapman
Notary Public



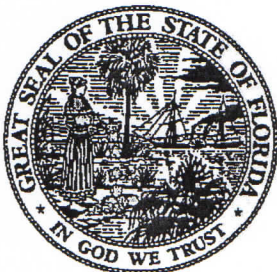
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of TURNER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 761929.



CR2EO22 (1-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of July, 2012

Ken Detzner

Ken Detzner
Secretary of State

ALL-STATE LEGAL

EXHIBIT

A

TURNER TRACE TOWNHOME OWNERS ASSOCIATIONS, INC

RULES AND REGULATIONS RECENTLY CLARIFIED AND UPDATED (as governed by the Association Declaration of Restrictions)

From time to time, due to changing times, it becomes necessary to clarify or update the Rules and Regulations of the Deed Restrictions within Turner Trace . Attached please find the most recent additions to the Turner Trace Rules and Regulations as well as re-minders of those put in place in prior years. Also please take the time to read the complete Turner Trace Deed Restrictions and By-Laws along with the Rules and Regulations, under Article II General Use and Restrictions. The Deed Restrictions are recorded with the State of Florida. Please make sure all parties residing in your home, family members or tenants are aware and abide by the Deed Restrictions and Rules and Regulations. The Turner Trace Deed Restrictions, By-Laws and Rules and Regulations can also be found on the Greenacre Website under your individual Log- in.

TETHERING OF DOGS:

IN PURSUANT TO THE HILLSBOURGH COUNTY ORDINANCE PASSED IN JAN. 2012 NO TETHERING OF DOGS IS PERMITTED UNLESS SUPERVISED (OUTSIDE AND INSIGHT, BEING WATCHED) BY THE OWNER OR KEEPER. TETHERING OF PUPPIES IS COMPLETELY BANNED. THE TETHER DEVICE MUST BE STORED OFF COMMUNITY AND RESTRICTED PROPERTY WHEN NOT IN USE.

FIRE PITS:

In PURSUANT TO SECTION 3.11 OF THE DECLARATIONS REGARDING THE USE OF COMMUNITY AND RESTRICTD AEAS IN TURNER TRACE AND IN CONJUNCTION WITH THE HILLSBOROUGH COUNTY EPA REGULATIONS UNDER CHAPTER 1-4, **FIREPITS ARE CONSIDERED A DANGER TO THIS COMMUNITY AND ARE NOT PERMITTED ON COMMUNITY OR RESTRICTED PROPERTY.**

GARBAGE, DEBRIS, RECYCLE BINS OR ANY TYPE OF HOLDER:

IN PURSUANT TO BOTH THE COUNTY ORDINANCE 96-34 OF HILLSOUBROUGH COUNTY RELATING TO SOLID WASTE COLLECTION AND DISPOSAL, AND SECTION 3.11 OF THE TURNER TRACE DECLARATIONS, - " ON NON-COLLECTION DAYS, CONTAINERS SHALL BE PLACED OUT OF SIGHT OF THE PROPERTY, IN ADDITION THE ASSOCIATION PROHIBITS THE STORAGE OF ANY TYPE OF GARBAGE, DEBRIS OR RECYCLE BINS OR HOLDER DURING NON COLLECTIONS DAYS ON COMMUNITY OR RESTRICTED PROPERTY AREAS OF THE COMMUNITY, THAT ARE IN OR OFF SIGHT OF THE STREET, OTHER THAN THE ACCEPTABLE 10FT ALLOWANCE OFF THE BACK OF EACH UNIT.

PICK UP DAYS:

TUESDAY IS FOR GARBAGE AND RECYCLE BINS : Bins should not be put out before Monday at 6:00 pm and Should be taken in sometime Tuesday evening. Bins should not be seen in the road on Wednesday and Thursday morning or afternoon.

FRIDAY IS FOR GARBAGE AND SHRUB BINS: Bins should not be put out before Thursday at 6:00 pm and taken in sometime Thursday evening. Bins should not be seen in the road on Friday, Saturday, Sunday or Monday morning or afternoon.

SPECIAL NOTE: OUR LANDSCAPING CONTRACT DOES NOT COVER THE COST OF HOMEOWNERS CUTTING LIMBS FROM BUSHES OR TREES AND LEAVING THEM OUT FOR THE LANDSCAPER TO CLEAN UP. THIS IS AN EXTRA COST

ON THE HOA, A COST NOT INCLUDED IN THE BUDGET. PLEASE PUT YOUR CUTTINGS IN A BIN AND PLACE THE BIN OUT ON FRIDAY FOR THE GARBAGE MEN TO PICK UP.

SPECIAL NOTE: OVERSIZED MISCELLANEOUS GARBAGE MEANT FOR THE DUMP IS NOT PICKED UP BY THE GARBAGE MEN. IT IS NECESSARY YOU BRING THE ITEM TO THE DUMP YOURSELF. DO NOT LEAVE IT OUT FOR THE GARBAGE COMPANY TO DISPOSE OF.

RENTAL PROPERTY: ALL TENANTS, LESSEES AND OTHER OCCUPANTS:

ARE SUBJECT TO THE GOVERNING DOCUMENTS OF THE ASSOCIATION. ALL TENANTS, LESSEES AND OTHER OCCUPANTS AGREE TO ABIDE BY THE RULES AND REGULATIONS OF THE ASSOCIATION, THE TERMS AND PROVISIONS OF THE DECLARATION AND THE BYLAWS. IF ANY TENANT, LESSEE OR OTHER OCCUPANT, BY THEIR ACTIONS, INTENTIONALLY OR NEGLIGENTLY CAUSES DAMAGE TO OR DESTRUCTION OF TURNER TRACE COMMON AREAS OR RESTRICTED AREAS CAUSING FINANCIAL COST TO THE COMMUNITY, THE LESSOR/OWNER WILL BE DIRECTLY RESPONSIBLE FOR ANY COSTS INCURRED BY THE ASSOCIATION, INCLUDING ALL MANAGEMENT FEES, ATTORNEYS FEES AND ANY OTHER RELATED COST ASSOCIATED THERETO. ALL AMOUNTS SHALL BECOME AN ASSESSMENT OWED BY THE OWNER.

FENCING/PRIVACY PARTITIONS:

Installation of Privacy Partitions to separate the rear of Units must be preapproved by the Architectural Control Committee (ACC/ARC). No fencing, landscape pickets or partitions are permissible in the front of any unit.

Acceptable partition fencing in between the back of the units to be considered by the ACC/ARC are as follows:

- a) One 6 x 6 ft. Solid White Vinyl Panel Fence is acceptable. It must first be approved by the ACC/ARC. It is to measure 6 ft. in length and not taller than 6 ft. in height. The height will be measured from the ground at both ends of the partition. The length will be measured from the rear wall of the applicant's townhome structure at the location where the partition is to be installed. Should any previously approved wooden partition, presently in place prior to 1/12/16, need to be replaced the owner will need to follow the new fencing guidelines and install the Solid White Vinyl Panel partition after receiving approval of the ACC/ARC. NO wooden partitions will be acceptable.
- b) Foundation Shrubbery between the back of units must be pre-approved by the ACC/ARC committee. No type of tree is acceptable. Foundation Shrubbery must always be properly maintained by the homeowner on all sides. Shrubbery, should not have rooting that would cause damage to the foundation of the building or Association property, including but not limited to the sprinkler system. Shrubbery is not to grow taller than 6 ft. high from the ground and cannot be longer than 6 ft. out from the exterior wall of the townhome. The maximum width of shrubbery is 2 ft. between the two units and cannot infringe on the neighbor's owner's lot. If shrubbery between or around the unit is not properly maintained as described, the owner will be considered in violation of the ACC/ARC approved application and could be asked to remove the plants. This ruling applies to any pre-existing plants, shrubbery or any other type of vegetation planted by current or previous homeowners.
- c) Shorter Fence height between the rear of units and the 6 ft. length allowance outside the rear of the unit is permissible and must be pre-approved by the ACC/ARC. Only a 29" in height, weather-resistant, powder-coated black aluminum is acceptable. (No Exceptions)

6 ft. tall fencing and 6 ft. tall shrubbery is not permitted any further away from the rear of a unit than 6 ft., nor is it allowed along the outside perimeter of any rear patio.

All Privacy Partitions/Fencing/Shrubbery, shall be maintained to the level of maintenance ("kept in a like new condition") acceptable to the ACC/ARC or the Board of Directors of the Association.

Rules and Regulations set in place prior to 3-30-17

Policy: April 2012: The Board of Directors reinforced the policy of having homeowners being responsible for the landscaping in front of their townhome unit, under the approval of the ARC committee.

Policy: May 2012: Stricter violation policies were put in place. If a resident receives a violation letter and makes the correction, they must notify the property management company of the completion to avoid being issued a 2nd violation letter.

*****Animals:** Deed Restrictions : August 2012: Unless the Board of Directors shall otherwise agree in writing, no animals, livestock or poultry of any kind shall be raised, bred, or kept within the property, except that cats, dogs and other household pets weighing not more than twenty-five (25) pounds may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not become a nuisance to the neighborhood. No person owning or in the custody of an animal shall allow it to stray or go upon another lot without the consent of the owner of such lot, and all animals shall be on a leash when outside of the lot upon which such person resides. The Board of Directors may promulgate additional rules and regulations from time to time governing the activities of animals within the property.

*****PLANTING:** Rule: Nov. 2012: **10 ft rule:** **

- A) Each resident is responsible for maintaining all vegetation behind their townhome. The area of responsibility begins at their back wall and extends out for 10ft.
 - B) If there is vegetation existing when they moved in, they are responsible for the care of that vegetation.
 - C) If they planted the vegetation they are responsible for it.
 - D) If there is no vegetation, there is nothing to maintain.
 - E) If they want to plant new vegetation they must submit an ARC form first and will be responsible for maintaining it. Also see updates in March 2017 to the rules and regulations set forth.
- Any changes made to the front or back of a unit must be approved by the ARC committee first.

PARKING

Vehicles are to be parked in designated paved parking areas only. There is no parking on grass and no parking in the street. Visitor's parking is available around the pool area in the North, Central, and South sections.

Vehicles cannot be parked in any numbered spaces unless the space belongs to them. Visitors must park in visitor parking or else they will be towed at the violators expense. This regulation will be strictly enforced.

Vehicles parked on the grass, in the street, or with unlicensed tags will be towed at the owner's expense