

SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR THERESA ARBOR SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that I, SELMA SAPPENFIELD, as President, and ELEONOR DODARD, as Secretary, of THERESA ARBOR PROPERTY OWNERS' ASSOCIATION, INC., a Florida nonprofit corporation (the "Association"), being the homeowners association for that real property platted as Theresa Arbor Subdivision and located in Hillsborough County, Florida, and being more particularly described as: THERESA ARBOR SUBDIVISION as per plat recorded in Plat Book 56, page 21, of the Public Records of Hillsborough County, Florida less the streets indicated thereon and Lot 10, Block 6, which have been dedicated to the city of Temple Terrace do hereby certify that in accordance with Article XXIII(a) of the Amended Declaration of Restrictions for Theresa Arbor Subdivision, this Second Amended and Restated Declaration of Restrictions for Theresa Arbor Subdivision was approved by the affirmative vote of two-thirds of the voting interests of the Association who were present, in person or by proxy, at the January 25, 2016, meeting of the members at which a quorum had been attained. Therefore, this Second Amended and Restated Declaration of Restrictions for Theresa Arbor Subdivision shall replace and supersede that Declaration of Restrictions recorded at Book 4293, page 1102 of the Public Records of Hillsborough County, Florida, and shall replace and supersede that Amended Declaration of Restrictions for Theresa Arbor Subdivision recorded at Book 4547, page 798 of the Public Records of Hillsborough County, Florida, which Declarations of Restrictions are hereby revoked, cancelled and terminated. This Second Amended and Restated Declaration and the restrictions contained herein shall constitute a covenant running with the said real property and this Second Amended and Restated Declaration shall be binding upon the undersigned and upon all persons holding title or claiming an interest in said real property through the undersigned. These restrictions shall be for the benefit of and a limitation upon all present and future owners of said real property and the City of Temple Terrace. THEREFORE, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the Theresa Arbor Subdivision, the following covenants are imposed on the use and occupancy of said property; and said real property shall be subject to the following covenants and restrictions and the same shall be binding upon the owners, their heirs, successors and assigns, and binding upon the City of Temple Terrace as to those covenants and restrictions relating to the Boundary Wall (as hereinafter defined) for the periods hereinafter set forth.

ARTICLE I - BUILDING RESTRICTIONS:

- a. No lot or parcel in Theresa Arbor Subdivision shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, not to exceed two stories in height above ground, a private garage, and auxiliary buildings such as pool houses, gazebos, summer houses or guest houses. Permitted auxiliary buildings shall not include metal sheds or similar storage buildings, except as otherwise provided. Garages shall be constructed in accordance with Article III Garages.
- b. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently, and no structure may be erected on any lot for other than residential purposes, except a private garage and the above-described auxiliary buildings.
- c. No dwelling shall be constructed on any lot or parcel such that the appraised value of the dwelling and lot is not less than three times the fair market value of said lot or parcel at the time of purchase of the lot (e.g., \$50,000 for the lot and \$100,000 for the construction of the dwelling), it being the intention and purpose of this covenant to insure that all buildings shall be of quality workmanship and materials.
- d. The living area of a dwelling structure shall not be less than 2,000 square feet of air-conditioned living area. Each house shall have a garage of not less than 400 square feet, with an automatic garage door opener.
- e. All exterior concrete block, whether part of a dwelling, fence or other structure, shall be covered by stucco, siding, brick, stone or similar architecturally finished material. Painting alone of such concrete block shall not be permitted.
- f. Prior to commencement of construction of any structure on any lot, the plans and specifications for such structure shall be submitted to and approved by the Architectural Review Committee, as required by Article XXII.
- g. No above-ground pools shall be permitted on any part of the Theresa Arbor Subdivision.

ARTICLE II - ROOF:

No asphalt or fiberglass shingle roof of less than 235 pounds per 100 square feet of roof laid shall be used on any building, and gravel type roofs may not be used except on flat roof surfaces. All asphalt and fiberglass shingle roofs shall be constructed of 3- dimensional shingles.

ARTICLE III - GARAGES:

a. No garage or other structure shall be erected on any lot prior to the construction of a dwelling, except as otherwise provided herein. If a garage is built either simultaneously with or subsequent to the construction of a dwelling, the garage shall be of the same kind of material as used in the construction of the dwelling; moreover, the garage shall substantially conform with the architectural design of the dwelling.

b. No carport shall be constructed on any lot or parcel.

c. No construction trailer, contractor's tool shed or sales office detached from the principle residential dwelling shall be erected on any lot, provided that the undersigned may erect and maintain one sales office or trailers; provided further that one lot in the subdivision, to be designated by the undersigned, may be used for purposes of storing construction materials and necessary construction-related temporary structures.

ARTICLE IV - CONSTRUCTION COMPLETED:

When the construction of any building is begun, work thereon must be prosecuted diligently and must be completed within nine (9) months. Commencement of work shall mean ground breaking. Completion shall mean (a) full and total completion in accordance with the plans and specifications approved by the Architectural Review Committee and the (b) issuance of a certificate of occupancy by the City of Temple Terrace.

ARTICLE V - AIR CONDITIONERS:

All air conditioners shall be screened with shrubbery or walls or fences so as to be substantially screened from view.

ARTICLE VI - CLOTHESLINES:

Clotheslines or drying yards shall be fully screened and so located so as not to be visible from the ground level of the adjacent property or the street serving the dwelling.

ARTICLE VII - FIREWOOD:

Firewood and wood piles shall be fully screened and so located so as not to be visible from the ground level of the adjacent property or the street serving the dwelling.

ARTICLE VIII - TRAILERS, ETC:

No trailers, boats, habitable motor vehicles or recreational vehicles of any type shall be kept on or stored on any part of a lot or the subdivision streets except within a garage. If any such trailer, boat, habitable motor vehicle or recreational vehicle is stored in a garage, it shall be so stored so that all doors to the garage can be closed completely.

ARTICLE IX - NUISANCES:

Nothing shall be done on any lot which may be or become an annoyance or a nuisance to adjoining lots. No lot shall be used, in whole or in part, for storage of any property or thing which will cause such lot to appear in an unclean, untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, serenity, or safety of the occupants of surrounding property. No obnoxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Theresa Arbor Subdivision.

ARTICLE X - ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets, not exceeding three (3) in number, may be kept; provided, however, they are not kept, bred or maintained for any commercial purpose.

ARTICLE XI - TRUCKS, ETC:

No semi-trailer, truck tractor, truck larger than a pickup truck, bus or other commercial motor vehicle larger than a pickup truck shall be parked overnight or longer than necessary to make deliveries therefrom on any lot in the Subdivision, or upon the streets, roads or alleys abutting same, by the owner of a lot (or his lessees or invitees), except inside a garage. If any such vehicle is stored in a garage, it shall be so stored so that all doors on the garage can be closed completely.

The assembly and disassembly of motor vehicles and other mechanical devices which tends to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Theresa Arbor Subdivision.

ARTICLE XII - RESUBDIVIDING:

No lot or contiguous group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat for the above-described subdivision for the same area. A residential site may consist of one or more lots, one lot and part of a contiguous lot or lots, or any other combination of contiguous parts of lots which shall form one plot or land suitable for use as a site for a residence, providing that it extends from the fronting street to an existing rear property line. However, no site, which is composed of a lot, lots or parts of lots, as originally platted, shall have a front or rear dimension of less than that contained in the smallest adjoining lot shown on the original plat or subdivision.

ARTICLE XIII - UTILITY EASEMENT:

Easements for installation and maintenance of utilities have been reserved for the City of Temple Terrace and are shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority is responsible.

ARTICLE XIV - GARBAGE/RUBBISH:

No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations shall be placed under the surface of the ground or in walled-in areas so as not to be visible from the street or from the adjacent lots. All garbage and trash containers shall be returned to their place below ground or in walled-in area within 24 hours after each refuse collection.

ARTICLE XV - WALL/FENCES:

No wall or fence shall be erected on the rear or side of a lot with a height of more than seven feet. No chain-link fences shall be erected on any lot. Fences shall be constructed of wood, cement block, brick or wrought iron. Wooden fences shall be of uniform appearance. All fences shall be maintained in good condition.

ARTICLE XVI - LOT MAINTENANCE AND LANDSCAPING:

- a. In connection with the development of any lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible.
- b. An underground sprinkler system shall be installed and maintained in connection with the development of any lot. Said system shall be capable of adequately irrigating all sodded and planted areas of each residential dwelling, except those areas over which is located any Tampa Electric Company easement.
- c. All front yards shall be neatly and properly landscaped. The front yard of each residential dwelling shall contain a "planting area" equal to at least 10% of the total area of the front yard. Said planting area shall contain trees, shrubs and decorative plants and mulch or stone

- d. Front yards shall not contain gravel or concrete except for driveways and sidewalks. It is the intention of this covenant to prohibit any front yard from consisting of all or substantially all gravel or concrete.
- e. All ground area not covered by a structure, pool, driveway, sidewalk or planting area, shall be sodded with grass. Said grass shall at all times be kept neatly mowed and maintained. This shall not apply to that area over which is located any Tampa Electric Company easement, except for those areas within 25 feet of any street in the subdivision.
- f. For corner lots, both sides adjacent to street shall be considered front yards.
- g. All front yard landscaping shall be done pursuant to and in accordance with plans that have been submitted to and approved by the Architectural Review Committee.
- h. Each lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a lot. In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon in such a manner, the owner shall be notified and given thirty (30) days within which to correct or abate the situation. If the owner fails to do so, the Association shall have the right (although it should not be required to do so) to enter upon the lot for the purpose of repairing, maintaining, and restoring the lot and the exterior of the dwelling and other improvements located thereupon at the sole cost of the owner of the lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall be considered an assessment against the owner, which may be enforced by a lien as described in Article XXI, paragraph (d) below.
- i. It is acknowledged and agreed among all owners that a violation of any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association by an owner or resident may impose irreparable harm to the other owners or residents. All owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall be considered an assessment against the owner, which may be enforced by a lien as described in Article XXI, paragraph (d) below.

ARTICLE XVII - ANTENNAS and SATELLITE DISHES:

No antennas or satellite dishes shall be erected so as to be visible from the street, except that satellite dishes may be erected with the approval of the Architectural Review Committee.

ARTICLE XVIII - SIGNS:

No signs of any kind shall be erected by an owner or resident within the Theresa Arbor Subdivision without the prior, written consent of the Board of Directors of the Association. The Association shall have the right to erect signs. No signs may be nailed to trees.

ARTICLE XIX - MAIL BOXES:

Mail boxes shall be of size, shape, color and type that is consistent with the community standards and the associated facing elevation of the house. In the event replacement of a mail box is necessary, the replacement shall be the same size, shape, color and type designated by the Architectural Review Committee.

ARTICLE XX - BOUNDARY WALLS:

- a. Definition of boundary walls: "Boundary wall" shall refer to the brick wall around the perimeter of the Theresa Arbor Subdivision which has been or will be constructed along the north, east and west boundaries of the subdivision within the areas (hereinafter "wall easement") labeled or designated for such boundary wall on the plat for Theresa Arbor Subdivision.
- b. Maintenance Responsibility: The Association shall be responsible for maintaining, repairing and replacing the boundary wall (both the interior and exterior faces of the boundary wall). Any maintenance and repair work performed on the wall must have prior approval from the Association. The owner of each lot in the subdivision grants to the Association an irrevocable right of access to their lot during reasonable hours, when necessary for the maintenance, repair, or replacement of the boundary wall. The owner of each lot shall keep that portion of

the boundary wall and wall easement located on his lot free from undergrowth, weeds trash, debris and all other unsightly growth and material.

d. No lot owner, nor his agents, contractors, licensees, tenants or family members shall affix anything to the boundary wall, either permanently or temporarily, nor do anything to affect the boundary wall's appearance, or structural soundness, except as provided in subsection (b) above; further, no lot owner nor his agents, contractors, licensees, tenants or family members shall authorize any painting of the boundary wall, which wall shall at all times be maintained in its original brick appearance on both the side facing toward and the side facing away from a lot.

c. Rights of the City of Temple Terrace: If the Association shall fail to comply with the maintenance requirements set forth in subparagraph (b) above, the City of Temple Terrace may, in its sole discretion, notify the Association in writing of such failure. If the Association fails to comply with said maintenance requirements within fifteen (15) days after the date of such written notice, the City of Temple Terrace may construct, maintain, repair, replace or clear the wall and the wall easement area in order to remedy such non-compliance. The Association shall be liable to the City of Temple Terrace for all costs incurred by the City in constructing, maintaining, repairing, replacing or clearing the boundary wall and wall easement area, together with legal interest, costs and attorney's fees.

For the purpose of exercising its right under this section, the City of Temple Terrace shall have a perpetual easement over, under and across the wall easement for the purpose of constructing, maintaining, repairing, replacing or clearing the boundary wall and the wall easement area, and the City shall also have the right to enter upon and cross portions of a lot or lots not included in the wall easement for the purpose of entering the wall easement.

No structure, planting or other material shall be placed or permitted to remain in the wall easement, which structure, planting or other material interferes with the construction, maintenance, repair or the replacement of the boundary wall or otherwise detracts from its appearance or aesthetic beauty. The City shall have the right to trim and remove trees, shrubs, bushes, plants and other obstructions in the wall easement or on a lot or lots as shall be reasonably necessary for the performance of the City's construction, maintenance, repair or replacement activities hereunder. The City shall not be required to replace or restore any such trees, shrubs, bushes, plants or other obstructions so trimmed or removed.

ARTICLE XXI - PROPERTY ASSOCIATION:

a. Membership: Every person, firm, association, corporation or other legal entity who is a record owner or co-owner of the fee simple title to any lot which is subject by this declaration of assessment by the Theresa Arbor Property Owners' Association (hereinafter "Association") shall be a member of the Association, provided that any person, firm, association, corporation or legal entity who holds such title or interest merely as security for the performance of an obligation (including, but not limited to mortgages or trustees under deeds of trust) shall not be a member of the Association.

Within thirty (30) days of acceptance of a deed, every owner or co-owner shall deliver to the Association the complete name(s), mailing address(es), telephone number(s), fax number(s), emergency contact information, and e-mail address(es) for all owner(s), tenant(s), lessee(s) and occupant(s), including children, of the lot. No lot or parcel in Theresa Arbor Subdivision shall be used except for single family residential purposes.

b. Leasing: For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any person other than the owner, for which the owner receives any consideration or benefit, including a fee, service, or gratuity. However, this subsection and the restrictions contained herein shall not apply to any lot or dwelling owned by the Association.

All leases shall be in writing and shall have a term of at least seven (7) months. No more than ten percent (10%) of the dwellings within the Theresa Arbor Subdivision may be rented or leased at any time, with an owner receiving priority for his or her rental or lease on a first-come, first-served basis as of the date the Association receives the owner's Rental Application. The principal dwelling on the lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased); provided, a detached "in-law suite" or "guest house" may be independently leased. However, no dwelling or Lot may be leased or rented, and no lease or rental term may be renewed, without the prior, written approval of the Association.

At least thirty (30) days prior to the lease or rental of any dwelling or Lot, and at least thirty (30) days prior to the renewal of any lease or rental term, the Owner shall deliver to the Association:

(i) A complete, signed copy of the written lease agreement with the tenant(s) or lessee(s), which written lease agreement must be in acceptable form and must contain a provision that all tenant(s), lessee(s), invitee(s) and guest(s) will strictly comply with all local laws and ordinances, the Governing Documents, as amended and restated from time to time, and all rules and regulations of the Association;

(ii) The complete name(s), mailing address(es), telephone number(s), fax number(s), emergency contact information, and e-mail address(es) for all tenant(s), lessee(s) and occupant(s), including children, of the dwelling or Lot;

- (iii) A background check in acceptable form, showing for all tenant(s), lessee(s) and occupant(s):
1. all prior criminal convictions within the last ten (10) years;
 2. all prior evictions within the last (5) years; and
 3. status, if any, as a registered sex offender.

(iv) A complete, signed copy of any rental application form prescribed by the Association, along with a rental application fee in an amount set by the Association to cover the administrative costs associated with processing applications for lease or rental.

The disclosures in sub-paragraphs (i) – (iv) above shall collectively be referred to as the “Rental Application”.

The approval of a lease or rental by the Association shall not be unreasonably withheld. Nonetheless, the Association may disapprove a lease or rental for any of the following reasons, among others:

- a) incomplete, misleading, or incorrect information furnished to the Association;
- b) failure of the Owner, or any tenant, lessee, guest, occupant, or invitee to comply with any local law or ordinance, the Governing Documents, as amended and restated from time to time, or any rules or regulations of the Association;
- c) delinquency in the payment of any monetary obligation owed to the Association for a period of ninety (90) days or more;
- d) within the last ten (10) years, a prior conviction, or plea of no contest to a felony charge which refers to a weapon, violent crime, domestic violence, battery on a spouse or an elderly person, or sex offense by any proposed lessee, tenant, invitee, occupant or guest;
- e) within the last five (5) years, a prior eviction or unsatisfied money judgment associated with a breached residential lease against any proposed lessee, tenant, invitee, occupant or guest;
- f) that the total number of rentals in the Theresa Arbor Subdivision exceeds ten percent (10%) of the dwellings, or will exceed ten percent (10%) of the dwellings with the proposed rental; AND/OR
- g) status, at any time, of any proposed lessee, tenant, invitee, occupant or guest as a registered sex offender.

The Association’s approval or disapproval shall be communicated to the Owner in writing within fifteen (15) days after receipt of the completed Rental Application along with any rental application fee. If no approval or disapproval is communicated to the Owner within said fifteen (15) day period, the Rental Application shall be deemed to have been disapproved by the Association.

Should an Owner fail to obtain the written approval of the Association prior to the initiation of any lease or rental term, or prior to the occupancy of any dwelling or Lot by a tenant or lessee, the Owner may be subject to the imposition of a fine by the Association, which fine shall be considered an assessment against the owner. Additionally, the Association may file a lawsuit for summary eviction in the same manner as a “Landlord” under Chapter 83 of the Florida Statutes. All costs, attorneys’ and paralegal fees, on the trial and appellate level,

incurred by the Association in any proceeding for eviction shall also be considered an assessment against the Owner.

c. Voting rights: Members of the Association shall be entitled to one vote for each lot held in fee simple. When more than one person holds the fee simple to any lot as co-owners (including, but not limited to tenants by the entirety, joint tenants or tenants in common) the vote for such lot shall be exercised as the co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. When one or more co-owner signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a writing delivered to the secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners.

d. Assessments: Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments and charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon after the date they come due and collection costs (which term shall include reasonable attorney's fees and court costs incurred in enforcing the lien or collecting the assessment) 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 be the personal obligations of the person who is the owner of such lot at the time when the assessment fell due.

A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made.

A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include the Association should it acquire title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present parcel owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
2. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

e. Purpose of assessments: Assessments levied by the Association shall be used for:

- (1) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the boundary wall and wall easement; and

(2) to maintain, repair, reconstruct, replace and preserve on non-profit basis the resident lots and homes constructed thereon in accordance with the covenants contained herein.

In the event that the need for maintenance or repair is caused through the neglect or willful act of the owner, his family, tenants, guests or invitees, the cost of such maintenance or repair shall be added to or become a part of the annual assessment to which each such lot owner is subject.

f. Maximum annual assessment: The maximum annual assessment per lot shall be \$150.00, provided that the maximum annual assessment per lot may be increased in any succeeding fiscal year by an amount not more than 10% or the previous year's maximum annual assessment. The maximum annual assessment per lot may be increased by a vote of two-thirds (2/3) of the members, present in person or by proxy, at a meeting duly called for that purpose.

g. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any capital improvement project. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the members, present in person or by proxy, at a meeting duly called for this purpose.

h. Written notice (email is an acceptable written notice) of any meeting called for the purpose of taking any action authorized under subsections (e) and (f) of this section shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members, in person or by proxy, entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum.

i. The annual assessments provided herein shall commence as to each lot on the first day of the month following the issuance of a certificate of occupancy for any residence constructed on all or part of a lot, and shall be prorated until the following first day of January. Thereafter, such annual assessment shall be due, in advance, on the first day of January, the Board of Directors of the Association shall fix the amount of subsequent annual assessments for each lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or the managing agent, if any, of the Association setting forth whether the assessments on the specified lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

j. 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 maximum prevailing legal rate per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose a lien against such owner's lot, and interest, costs and attorney's fees of any such action shall be added to the amount of such assessment. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the rights and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. The Association, acting on behalf of the lot owners, shall have the power to bid for the interest foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The lien provided for in this section shall be subordinate to the lien of any mortgage or encumbrance recorded prior to the date that an assessment lien arises hereunder. Moreover, regardless of when such an assessment lien arises hereunder, such assessment lien shall be subordinate to any recorded first mortgage, which first mortgage either secures construction financing for lot improvements or secures all or part of funds borrowed by a lot owner to purchase the lot and improvements thereon.

k. Although each lot owner is ultimately responsible for maintaining the portion of the boundary wall on his lot, the Association shall undertake the maintenance of the boundary wall and the wall easement. By acceptance of a deed to any lot, each owner upon whose lot the boundary wall is located, hereby grants to the Association a perpetual easement over said lot for the purpose of maintaining the boundary wall and the wall easement. The cost of maintaining the boundary wall or the wall easement shall be borne by the Association, except that the cost of repairing any damage caused to the boundary wall or wall easement by any lot owner, its agents, employees, family members or invitees, shall be borne by said owner and shall be deemed an additional annual assessment to said owner, due and payable upon written demand by the Association. Failure to notify the Association on a timely basis of any circumstances with the interior of the boundary wall that may affect its integrity or longevity shall be considered damage caused to the boundary wall or wall easement by any lot owner, its agents, employees, family members or invitees, and the cost to repair the boundary wall shall be borne by said owner and shall be deemed an additional annual assessment to said owner, due and payable upon written demand by the Association.

ARTICLE XXII - ARCHITECTURAL CONTROL:

a. No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration thereto or change in the exterior appearance thereof or change in landscaping thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography. The Architectural Review Committee shall be composed of three (3) representatives (who are not required to be members of the Association) appointed as provided in the By-Laws of the

Association. The Association may, in its sole discretion, require a reasonable fee for review of said plans and specifications.

b. Plans and specifications for final approval shall include the following:

1. Complete plans and specifications sufficient to secure a building permit in the City of Temple Terrace, including a plot plan showing lot and block and location of residences, garage, outbuildings and walls or fences.
 2. Front, side and rear elevations of the building, plus elevations of walls and fences.
 3. A perspective drawing if deemed necessary by the Architectural Review Committee to adequately interpret the exterior design.
 4. Data as to materials, color, and texture of all exteriors including roof coverings, fences and walls.
 5. One set of plans and specifications shall be left with the Architectural Review Committee until construction is completed.
- c. Should the Architectural Review Committee fail to approve or disapprove such plans and specifications and location within fourteen (14) days after submission of the plans and specifications to it, then, such approval will not be required, but all other conditions and restrictions herein contained shall remain in force.
- d. Preliminary plans may first be submitted for preliminary approval.
- e. The Association and the Architectural Review Committee may promulgate rules, guidelines or standards for the use of material, the size of the structure or improvement, the design of the structure or improvement, or the location of the structure or improvement on the lot, or for the location, size, type, or appearance of any structure or other improvement on a lot.

ARTICLE XXIII - DECLARATION OF RESTRICTIONS:

a. Covenants run with the land: The covenants and restrictions as to the boundary wall shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida, after which time they shall be extended automatically for successive periods of ten (10) years, unless two-thirds of the voting interests of the Association who are present, in person or by proxy, at a meeting of the members at which a quorum has been attained, affirmatively vote to change or rescind the boundary wall covenants and restrictions in whole or in part, and an instrument signed by the City of Temple Terrace has been recorded, agreeing to change or rescind the boundary wall covenants and restrictions in whole or in part.

The remaining covenants and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this Declaration is recorded in the Public Records of Hillsborough County, Florida, after which time they shall be extended automatically for successive periods of ten (10) years, unless two-thirds of the voting interests of the Association who are present, in person or by proxy, at a meeting of the members at which a quorum has been attained, affirmatively vote to change or rescind the remaining covenants and restrictions in whole or in part.

Notwithstanding any other provision in this Declaration to the contrary, this Declaration may be amended by the affirmative vote of two-thirds of the voting interests of the Association who are present, in person or by proxy, at a meeting of the members at which a quorum has been attained.

b. Conveyances: This restrictive covenant agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors or assigns, and shall hereafter constitute and be covenants running with the land, afore described, and each lot or parcel thereof, and shall be treated as and be an agreement relating to the conveyance of said land and each parcel, or lot, thereof, whether or not incorporated in or referred to in deeds hereafter conveying the same, or any part thereof.

c. Remedies for violations: In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through, or under the undersigned, or by virtue of any judicial proceedings, the undersigned, the Association and owners of the lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them, provided that, no owner shall bring any action at law or at equity unless the Association has failed to correct such violation or breach or bring an action at law or equity to correct such violation or breach within three (3) months after being notified in writing of the existence of such violation or breach. In addition to the foregoing right, the undersigned, or the Association, shall have the right, whenever there shall have been built upon any lot in the subdivision any structure which is in violation of these restrictions to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry or abatement or removal shall be deemed a trespass. The failure to enforce any right, reservation, or restriction or condition contained herein, however long continued, shall not be deemed a waiver of their rights to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereof, and shall not bar or affect its enforcement.

d. Enforcement: Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages or both. The party bringing the action shall be

entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

The City of Temple Terrace shall have the express right to enforce the covenants and restrictions contained herein relating to the boundary wall and in connection therewith, the City of Temple Terrace shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may judge to be reasonable for the services of its attorney.

e. Invalidation: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned have executed this Second Amended and Restated Declaration of Restrictions for Theresa Arbor Subdivision on the ____ day of _____, 2016.

Attest:

Witness
(Printed name) _____
Association, Inc.

By: _____
Selma Sappenfield, President of
Theresa Arbor Property Owners'

Witness
(Printed name) _____

Attest:

Witness
(Printed name) _____

By: _____
Eleonor Dodard, Secretary of
Theresa Arbor Property Owners'
Association, Inc.

Witness
(Printed name) _____

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Selma Sappenfield and Eleonor Dodard, President and Secretary, respectively, of Theresa Arbor Property Owners' Association, Inc., Florida not for profit corporation, who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Second Amended and Restated Declaration of Restrictions for Theresa Arbor Subdivision and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned.

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

(SEAL)

—

NOTARY PUBLIC, State of Florida at Large
My Commission

Expires: _____