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REC. 2611 PG 535

DECLARATION OF CONDOMINIUM

OF

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I

A CONDOMINIUM

This Instrument Was Prepared By
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OK

DECLARATION OF CONDOMINIUM

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KNOW ALL MEN BY THESE PRESENTS:

THAT SUNSTATE BUILDERS, INC., a corporation organized and existing under the laws of the State of Florida, having its principal place of business in Tampa, Hillsborough County, Florida, (hereinafter referred to as "Developer") does hereby establish this Declaration of Condominium as and for the plan of condominium ownership for the lands and improvements herein described.

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ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

Developer is the owner of the fee simple title to that certain real property situate, lying and being in the County of Hillsborough, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF

which said property is a portion of the property described in Exhibit "B" attached hereto and which said property described in said Exhibit "B" shall be hereinafter referred to as "Carrollwood Village Cypress Cluster Houses" and on which said property as described in Exhibit "A" attached hereto there is being developed an area containing twenty-nine (29) APARTMENT UNITS and other appurtenant improvements as one phase of a two-phase project encompassing the balance of said "Carrollwood Village Cypress Cluster Houses".

Developer does hereby submit the property described in Exhibit "A" attached hereto and improvements to Condominium Ownership and thereby declares the same to be a condominium to be known and identified as:

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I
(hereinafter referred to as "CONDOMINIUM")

ARTICLE II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "C" consisting of seven pages, is a survey of the land and graphic description and the plot plan of the improvements constituting the Condominium identifying the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each APARTMENT UNIT is identified by specific number on said Exhibit "C" and no APARTMENT UNIT bears the same designation as any other APARTMENT UNIT. Similarly, each area constituting LIMITED COMMON ELEMENTS is identified by specific number on said Exhibit "C" and no area constituting a part of said LIMITED COMMON ELEMENTS bears the same designation as any other area. Exhibit "C" is also recorded as a separate CONDOMINIUM PLAT in Condominium Plat Book ONE on page ELEVEN, et seq, in the public records of Hillsborough County, Florida.

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ARTICLE III

DEVELOPMENT PLAN

(A). MANAGEMENT OF INTER-RELATED CONDOMINIUMS: Condominium consists of twenty-nine (29) APARTMENT UNITS (herein referred to as "APARTMENT UNITS"). The property comprising the CONDOMINIUM together with the improvements thereon which have been and will be constructed by the Developer, is one of the two parcels of land which Developer plans to develop and improve as CONDOMINIUMS, all of said lands which Developer plans to develop and improve as Condominiums are described herein in Exhibit "B" to this Declaration and which collectively are hereinbefore and shall hereinafter be referred to as CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES. Developer plans to develop both of said Condominiums under a common plan. Each parcel submitted to Condominium form of ownership pursuant to the common plan shall constitute a separate Condominium property, but both of the Condominiums within CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES shall be operated and governed by the same Association, hereinafter designated and herein referred to as the ASSOCIATION. Both of the Condominiums developed under the common plan may be referred to collectively as CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS. All owners within both Condominiums of Carrollwood Village Cypress Cluster Houses shall have the right to use and enjoy all of the COMMON ELEMENTS appurtenant to either or both Condominiums within CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES, including but not limited to driveways, walkways, recreation buildings and recreation areas, swimming pools, and surrounding facilities notwithstanding that any said recreation building, recreation area, swimming pool, and surrounding facilities may be located in another Condominium area in the said CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES; provided, however, that the use and enjoyment of each such area shall be limited to the owners in Carrollwood Village Cypress Cluster Houses.

(B). CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES COST. Each APARTMENT UNIT and the owner thereof shall be charged with his proportionate share of those costs and expenses (hereinafter referred to as CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES COSTS) incurred in connection with said CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES, such as the maintenance, management and operation of all COMMON ELEMENTS within the Condominium or Condominiums established and/or to be established in said Carrollwood Village Cypress Cluster Houses. Each APARTMENT UNIT'S proportionate share of said costs and expenses in connection with the said Carrollwood Village Cypress Cluster Houses shall be computed by multiplying each Owner's percentage of COMMON EXPENSES as herein provided by a fractional part of said costs and expenses in connection with the said CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES. Said fraction shall be arrived at by using the number of APARTMENT UNITS in this CONDOMINIUM as a numerator and the total number of APARTMENT UNITS in all Condominiums in existence in Carrollwood Village Cypress Cluster Houses as a denominator, which denominator when both Condominiums are established in Carrollwood Village Cypress Cluster Houses shall be 82.

(C). RESERVATION OF DEVELOPER: Inclusion by Developer of the lands as described in Exhibit "B" attached to this Declaration exclusive of the lands described in Exhibit "A" attached hereto as part of a two-phase project in the Development Plan shall not be deemed to be an obligation on the part of the Developer to submit said lands or any part thereof to Condominium type Ownership and the

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inclusion by Developer in the Development Plan of said lands described in Exhibit "B" attached to this Declaration exclusive of the lands described in Exhibit "A" attached hereto shall in no way constitute an encumbrance, restriction, condition, reservation, limitation or covenant affecting said lands.

(D). ALLOCATION OF COST. The allocation as to Carrollwood Village Cypress Cluster Houses cost shall be solely within the discretion of the ASSOCIATION and such determination as may be made by the ASSOCIATION from time to time shall be final and binding upon all concerned parties.

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ARTICLE IV

APARTMENT UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The CONDOMINIUM consists of APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as said terms are hereinafter defined.

(A). APARTMENT UNITS, as the term is used herein, shall mean and comprise the twenty-nine (29) separate and numbered APARTMENT UNITS which are designated in Exhibit "C" to this DECLARATION OF CONDOMINIUM including those areas designated "garden", "terrace", "patio", "entry", "balcony" and "carport" excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the upper top story ceilings of each APARTMENT UNIT and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to APARTMENT UNITS and COMMON ELEMENTS.

(B). COMMON ELEMENTS, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the CONDOMINIUM other than the APARTMENT UNITS as same are hereinabove defined. Notwithstanding the fact that certain portions of the exterior walls may be contiguous to and abut areas designated as "garden", "terrace", "patio", "entry", "balcony" and "carport", such portions of exterior walls shall constitute COMMON ELEMENTS as herein defined. COMMON ELEMENTS shall include easements through APARTMENT UNITS for all conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to APARTMENT UNITS and the COMMON ELEMENTS and easements of support in every portion of an APARTMENT UNIT which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all such APARTMENT UNITS.

(C). LIMITED COMMON ELEMENTS, as the term is used herein, shall mean and comprise that portion of the COMMON ELEMENTS consisting of separate and designated areas as specifically identified on Exhibit "C" hereto attached, as to each of which said areas, a right of exclusive use and for access and parking purposes is hereby reserved as an appurtenance to a particular APARTMENT UNIT.

ARTICLE V

OWNERSHIP OF APARTMENT UNITS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each APARTMENT UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said APARTMENT UNIT, shall own,

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as an appurtenance to the ownership of each said APARTMENT UNIT, an undivided interest in the COMMON ELEMENTS, the undivided interest appurtenant to each said APARTMENT UNIT being that which is hereinafter specifically assigned thereto.

The percentage of undivided interest in the COMMON ELEMENTS assigned to each APARTMENT UNIT shall not be changed except with the unanimous consent of all the owners of all the APARTMENT UNITS.

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ARTICLE VI

RESTRICTION AGAINST FURTHER SUBDIVIDING OF APARTMENTS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No APARTMENT UNIT may be divided or subdivided into a smaller APARTMENT UNIT or smaller APARTMENT UNITS than as shown on Exhibit "C" attached hereto, nor shall any APARTMENT UNIT, or portion thereof, be added to or incorporated into any other APARTMENT UNIT. The undivided interest in the COMMON ELEMENTS declared or to be an appurtenance to each APARTMENT UNIT shall not be conveyed, devised, encumbered or otherwise dealt with separately from said APARTMENT UNIT, and the undivided interest in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT shall be deemed conveyed, devised, encumbered or otherwise included with the APARTMENT UNIT, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such APARTMENT UNIT. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon an APARTMENT UNIT, shall be null and void and of no effect insofar as the same purports to affect any interest in an APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire APARTMENT UNIT. Any instrument conveying, devising, encumbering or otherwise dealing with any APARTMENT UNIT which describes said APARTMENT UNIT by the APARTMENT UNIT number assigned thereto in Exhibit "C" without limitation or exception, shall be deemed and construed to affect the entire APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

ARTICLE VII

CONDOMINIUM

The APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, shall be and the same are hereby declared to be subject to the restrictions, easements, conditons and covenants prescribed and established herein governing the use of said APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and/or its appurtenant right to use any LIMITED COMMON

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ELEMENTS, if such be an appurtenance, and said APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements of the Condominium.

ARTICLE VIII

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

The COMMON ELEMENTS shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement which said easement is hereby created, in favor of all of the owners of APARTMENT UNITS in the CONDOMINIUM and in favor of all of the owners of APARTMENT UNITS in both Condominiums created or to be created pursuant to and for the purposes provided in, the Development Plan set forth in ARTICLE III hereof within the said CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this Article, CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC., hereinafter identified, shall have the right to establish the rules and regulations governing the use and enjoyment of all COMMON ELEMENTS and pursuant to which the owner or owners of any APARTMENT UNIT may be entitled to the exclusive use of any area or space or spaces.

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ARTICLE IX

EASEMENT FOR UNINTENTIONAL
AND NON-NEGLIGENT ENCROACHMENTS

In the event any APARTMENT UNIT shall encroach upon any COMMON ELEMENT for any reason not caused by the purposeful or negligent act of the APARTMENT UNIT owner or owners, or agents of such owner or owners, then an easement appurtenant to such APARTMENT UNIT shall exist for the continuance of such encroachment unto the COMMON ELEMENTS for so long as such encroachment shall naturally exist; and, in the event that any portion of the COMMON ELEMENTS shall encroach upon any APARTMENT UNIT, then an easement shall exist for the continuance of such encroachment of the COMMON ELEMENT into any APARTMENT UNIT for so long as such encroachment shall naturally exist.

ARTICLE X

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

Recognizing that the proper use of an APARTMENT UNIT by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in common with the owners of all other APARTMENT UNITS, and that it is in the interest of all owners of APARTMENT UNITS that the ownership of the COMMON ELEMENTS be retained in common by the owners of APARTMENT UNITS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT shall remain undivided and no owner of any APARTMENT UNIT shall bring or have any right to bring any action for partition or division.

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ARTICLE XI

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH APARTMENT UNIT

The undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT shall be as follows:

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BUILDING 1

APARTMENT NUMBER	PERCENTAGE
14107	3.26
14105	3.47
14103	5.06
14101	2.59

BUILDING 2

APARTMENT NUMBER	PERCENTAGE
14107	3.26
14105	3.47
14103	3.47
14101	3.26

BUILDING 3

APARTMENT NUMBER	PERCENTAGE
14115	3.26
14113	3.47
14111	5.06
14109	2.59

BUILDING 18

APARTMENT NUMBER	PERCENTAGE
4002	3.92
4004	3.47
4006	2.59

BUILDING 19

APARTMENT NUMBER	PERCENTAGE
14127	3.26
14125	3.47
14123	5.06
14121	2.59

BUILDING 20

APARTMENT NUMBER	PERCENTAGE
14119	3.92
14117	3.47
14115	2.59

BUILDING 21

APARTMENT NUMBER	PERCENTAGE
14113	2.59
14111	3.47
14109	3.92

BUILDING 22

APARTMENT NUMBER	PERCENTAGE
14108	3.26
14106	3.47
14104	3.47
14102	3.26

Likewise, each APARTMENT UNIT shall have appurtenant thereto the same undivided interest in and to the LIMITED COMMON ELEMENTS, subject however, to the exclusive right to use of the LIMITED COMMON ELEMENT or ELEMENTS, which may be assigned as an appurtenance to a particular APARTMENT UNIT.

ARTICLE XII

EASEMENT FOR AIR SPACE

The owner of each APARTMENT UNIT shall have an exclusive easement for the use of the air space occupied by said APARTMENT UNIT as it exists at any particular time and as said APARTMENT UNIT may lawfully be altered or reconstructed from time to time which easement shall be terminated automatically in any air space which is vacated from time to time.

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ARTICLE XIII

EASEMENTS AND CROSS-EASEMENTS

Inasmuch as the CONDOMINIUM constitutes one phase of a two-phase project, there are hereby reserved and created easements in favor of the balance of the property described in Exhibit "B" attached hereto and herein referred to as CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES and the owners of property therein for ingress and egress which easements may be necessary to provide access over walkways and driveways, power, electric, telephone, sewer, water and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith, and the like. Developer, for itself, its nominee and its successors and assigns and the ASSOCIATION herein described reserves the right to impose and grant upon COMMON ELEMENTS henceforth and from time to time such easements and cross-easements in favor of the other Condominium in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES and others for any of the foregoing purposes which Developer or ASSOCIATION deems to be in the best interest of, and necessary and proper for the CONDOMINIUM.

ARTICLE XIV

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the efficient and effective administration of the CONDOMINIUM by the owners of APARTMENT UNITS and particularly in conjunction with the other Condominium within said CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES as has more fully been set forth in Article III above, a non profit corporation known and designated as CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC., (hereinafter referred to as "ASSOCIATION") has been organized, and said corporation shall administer the operation and management of the CONDOMINIUM and the other Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this DECLARATION OF CONDOMINIUM, and in accordance with the terms of the Articles of Incorporation of the ASSOCIATION, its By-Laws and the Rules and Regulations promulgated by the ASSOCIATION from time to time. A true copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "D" and "E" respectively. The owner or owners of each APARTMENT UNIT shall automatically become members of the ASSOCIATION upon his, their or its acquisition of any ownership interest in title to any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and the membership of each owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such APARTMENT UNIT, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any APARTMENT UNIT shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUM, the ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this DECLARATION OF CONDOMINIUM, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as a Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM.

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ARTICLE XV

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO APARTMENT UNITS

Each APARTMENT UNIT is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any APARTMENT UNIT shall permit use of the same for transient hotel or commercial purposes; provided, however, that so long as the Developer shall retain any interest in the CONDOMINIUM, it may utilize an APARTMENT UNIT or APARTMENT UNITS of its choice from time to time, for a sales office, model, prototype, or other usage for the purpose of selling APARTMENT UNITS in said CONDOMINIUM. Still further the Developer may assign his commercial usage right to such other persons or entities as it may choose; provided, however, that when all APARTMENT UNITS in both Condominiums in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES have been sold, this Developer's right to commercial usage shall immediately cease.

ARTICLE XVI

USE OF APARTMENT UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SUBJECT TO RULES OF ASSOCIATION

The use of COMMON ELEMENTS by the owner or owners of any APARTMENT UNITS and all other parties authorized to use the same, and the use of all APARTMENT UNITS and the LIMITED COMMON ELEMENTS by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

ARTICLE XVII

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTIONS AGAINST NUISANCE, ETC.

No immoral, improper, offensive or unlawful use shall be made of any APARTMENT UNIT or of the COMMON ELEMENTS, or of the LIMITED COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any APARTMENT UNIT shall permit or suffer anything to be done or kept in his APARTMENT UNIT, or on the COMMON ELEMENTS or on the LIMITED COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other owners or occupants of other APARTMENT UNITS, or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of an APARTMENT UNIT or which interferes with the peaceful possession and proper use of any other APARTMENT UNIT, or the COMMON ELEMENTS, or the LIMITED COMMON ELEMENTS.

ARTICLE XVIII

RIGHT OF ENTRY INTO APARTMENT UNIT IN EMERGENCY

In case of any emergency originating in or threatening any APARTMENT UNIT, regardless of whether the owner is present at the time of such emergency, the Board of Directors of ASSOCIATION, or any other person authorized by it, or the area Superintendent or Managing Agent

shall have the right to enter such APARTMENT UNIT for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each APARTMENT UNIT, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION, a key to such APARTMENT UNIT.

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ARTICLE XIX

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any APARTMENT UNIT for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, or to go upon any LIMITED COMMON ELEMENT for such purpose, the owner of each APARTMENT UNIT shall permit other owners or their representatives, or the duly constituted and authorized Agent of ASSOCIATION, to enter such APARTMENT UNIT, or to go upon the LIMITED COMMON ELEMENTS, constituting an appurtenance to any such APARTMENT UNIT, for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

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ARTICLE XX

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY APARTMENT UNITS

No owner of an APARTMENT UNIT shall permit there to be any structural modification or alterations in such APARTMENT UNIT without first obtaining the written consent of ASSOCIATION which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the CONDOMINIUM in part or in its entirety. If the modification or alteration desired by the owner of any APARTMENT UNIT involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No owner shall cause any "terrace", "patio", "garden", "entry", "balcony" or "carport" to be enclosed except as the same may now be enclosed or cause any improvements or changes to be made to the exterior of the APARTMENT UNIT, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of such APARTMENT UNIT, without the written consent of ASSOCIATION being first had and obtained.

ARTICLE XXI

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION and the cost of such

alterations or improvements shall be assessed as common expenses to be assessed and collected from all of the owners of APARTMENT UNITS subject to assessments as hereinafter set forth. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of an APARTMENT UNIT requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the APARTMENT UNIT or APARTMENT UNITS exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION.

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ARTICLE XXII

MAINTENANCE AND REPAIR BY OWNERS

Every owner must keep and maintain his APARTMENT UNIT, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his APARTMENT UNIT, which, if omitted, would affect the CONDOMINIUM in its entirety, or in a part belonging to other owners or would affect other Condominiums subject to the foregoing Plan of Development, being expressly responsible for the damages and liabilities which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each APARTMENT UNIT shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows, screens, and all exterior doors, door frames and hardware, and including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, dishwashers, disposals, fans and all other appliances and equipment, including pipes, wiring, ducts, fixtures and/or other connections required to provide water, light, power, air conditioning and heating, telephone, sewerage and sanitary service to his APARTMENT UNIT, and which may now or hereafter be situated in his APARTMENT UNIT. Such owners shall further be responsible and liable for maintenance, repair and replacement of all non-supporting walls and partitions, and any and all wall, ceiling and floor exterior surfaces, painting, decorating, and furnishing, and all other accessories which such owner may desire to place or maintain in his APARTMENT UNIT. Owner shall be responsible for pest and termite control to the extent, and with a company or companies approved by the ASSOCIATION. Whenever the maintenance, repair and replacement of any items for which the owner of an APARTMENT UNIT is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such APARTMENT UNIT shall be, in such instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductability provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. Any areas designated "terrace", "entry", "patio", "garden", "balcony" or "carport" constituting a portion of an APARTMENT UNIT must be maintained by the owner and kept in a neat, trim condition; however, said maintenance shall not include maintaining the interior surfaces of all perimeter walls and fences whether masonry or wood and the surfaces of all ceilings of such areas which is the responsibility of the Association as set forth in Article XXIII hereof. It is expressly understood that there are appurtenant to APARTMENT UNITS air conditioning equipment which may be located upon the roof of a CONDOMINIUM building. An easement is hereby reserved in favor of each such APARTMENT UNIT for the purpose of maintenance, repair or replacement of the said air conditioning equipment by the respective owners as required hereinabove.

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ARTICLE XXIII

MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except as expressly provided above, more particularly in ARTICLE XXII hereof; the ASSOCIATION shall maintain, repair and replace all portions of an APARTMENT UNIT contributing to the support of an apartment building, which portion shall include but not be limited to the outside walls of the apartment building, its exterior boundary walls, undecorated and unfinished floors, undecorated ceilings, load bearing walls and partitions, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the apartment building maintained by the ASSOCIATION; and all such facilities contained within an APARTMENT UNIT which services other parts of the Condominium property other than the APARTMENT UNIT within which contained. ASSOCIATION, at its expense, shall also be responsible for the maintenance of all interior surfaces of all perimeter walls and fences whether masonry or wood and the surfaces of ceilings of all areas designated "terrace", "entry", "patio", "garden","balcony" and "carport".

Should any incidental damage be caused to any APARTMENT UNIT by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON ELEMENTS, the ASSOCIATION, shall, at its expense, repair such incidental damage.

ARTICLE XXIV

PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF APARTMENT UNIT AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each APARTMENT UNIT may, at his own expense, obtain insurance coverage for loss of or damage to any structure or fixture within his APARTMENT UNIT, for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverages against personal liability for injury to the person or property of another while within such owner's APARTMENT UNIT, or upon the COMMON ELEMENTS, or LIMITED COMMON ELEMENTS. All such insurance obtained by the owner of each APARTMENT UNIT shall, wherever such provision shall be available, provide that the insurer waives its rights of subrogation as to any claims against other owners of APARTMENT UNITS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION. Risk of loss or damage to any structure or fixture within an APARTMENT UNIT or to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each APARTMENT UNIT, or which may be stored in any APARTMENT UNIT, or in, to or upon COMMON ELEMENTS or LIMITED COMMON ELEMENTS shall be borne by the owner of each such APARTMENT UNIT. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all APARTMENT UNITS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of an APARTMENT UNIT shall have no personal liability for any damage caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS. The owner of an APARTMENT UNIT shall be liable for injuries or damages resulting from an accident in his own APARTMENT UNIT to the same extent and degree that the owner of a house shall be liable for an accident occurring within the house.

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ARTICLE XXV

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION:

INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the CONDOMINIUM, meaning the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and the operation and management thereof, to-wit:

(A) Casualty insurance covering all of the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm endorsement and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including vandalism, malicious mischief and such other insurance coverages as and to the extent available, which may from time to time be deemed by the Board of Directors of the ASSOCIATION to be necessary and proper and in the best interests of the ASSOCIATION and the owners therein;

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(B) Public Liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all APARTMENT UNITS including such insurance coverages as, and to the extent available, which may from time to time be deemed by the Board of Directors of the ASSOCIATION to be necessary and proper and in the best interests of the ASSOCIATION and the owners therein;

(C) Workmen's Compensation insurance to meet the requirements of law;

(D) Such other insurance coverage, other than title insurance, as the Board of Directors of ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interests of ASSOCIATION and the owners of all of the APARTMENT UNITS.

All liability insurance maintained by ASSOCIATION shall contain cross-liability endorsements to cover liability of all owners of APARTMENT UNITS as a group to each APARTMENT UNIT owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all APARTMENT UNITS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the

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use and benefit of ASSOCIATION and all of the owners of all APARTMENT UNITS, and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and appointed as Authorized Agent for all of the owners of all APARTMENT UNITS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

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The company or companies with which casualty insurance may be placed shall be selected by ASSOCIATION, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by ASSOCIATION.

ASSOCIATION shall have the right to designate the INSURANCE TRUSTEE, and all parties beneficially interested in such insurance shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of ASSOCIATION and the owners of all APARTMENT UNITS, and their respective Mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of APARTMENT UNITS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each APARTMENT UNIT, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each APARTMENT UNIT, and the respective percentages of any distribution which may be required to be made to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS, and his or their respective Mortgagee or Mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering an APARTMENT UNIT shall not

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have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represents a distribution to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS, and their respective Mortgagees, after such insurance proceeds have been first applied to repair, replace or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS and their respective Mortgagee or Mortgagees by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property.

In the event of loss of or damage only to COMMON ELEMENTS, real or personal and/or LIMITED COMMON ELEMENTS, which loss or damage is covered by casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such COMMON ELEMENTS and/or LIMITED COMMON ELEMENTS, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the APARTMENT UNITS and their respective Mortgagees, irrespective of whether there may be exclusive right to use an area constituting a LIMITED COMMON ELEMENT appurtenant to any of such APARTMENT UNITS, the distribution to be separately made to the owner of each APARTMENT UNIT and his respective Mortgagee or Mortgagees as their interests may appear, in such proportion that the share of such insurance proceeds paid to the owner of each APARTMENT UNIT and his said Mortgagee or Mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT bear to the total undivided interest in COMMON ELEMENTS appurtenant to all APARTMENT UNITS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage as the case may be. The moneys to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event may be paid by ASSOCIATION out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then ASSOCIATION shall levy and collect an assessment against the owners of all APARTMENT UNITS and said APARTMENT UNITS in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use any area constituting LIMITED COMMON ELEMENTS, which may be an appurtenance to said APARTMENT UNITS.

In the event of the loss or damage to COMMON ELEMENTS, LIMITED COMMON ELEMENTS, and any APARTMENT UNIT or APARTMENT UNITS, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first

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applied to the repair, replacement or reconstruction, as the case may be, of COMMON ELEMENTS, real or personal, and LIMITED COMMON ELEMENTS, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any APARTMENT UNIT or APARTMENT UNITS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS and the APARTMENT UNIT or APARTMENT UNITS, sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all APARTMENT UNITS and to their Mortgagee or Mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties determine and allocate the cost of repair, replacement or reconstruction between the COMMON ELEMENTS and LIMITED COMMON ELEMENTS and the APARTMENT UNIT or APARTMENT UNITS sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to COMMON ELEMENTS and LIMITED COMMON ELEMENTS, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any APARTMENT UNIT or APARTMENT UNITS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the APARTMENT UNIT or APARTMENT UNITS sustaining any loss or damage, and the assessment so collected from the said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON ELEMENTS, LIMITED COMMON ELEMENTS and APARTMENT UNIT orAPARTMENT UNITS. In said latter event, the assessment to be levied and collected from the owner or owners of each APARTMENT UNIT or APARTMENT UNITS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of an APARTMENT UNIT and his APARTMENT UNIT shall bear the same proportion to the total assessment levied against all of said owners of APARTMENT UNITS sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's APARTMENT UNIT bear to the cost applicable to all of said APARTMENT UNITS sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the event of the loss or damage to COMMON ELEMENTS, LIMITED COMMON ELEMENTS and APARTMENT UNIT or APARTMENT UNITS, is not an amount which will pay for the complete repair, replacement or reconstruction of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS before being applied to the repair, replacement or reconstruction of an APARTMENT UNIT or APARTMENT UNITS, then the cost to repair, replace or reconstruct said COMMON ELEMENTS and LIMITED COMMON ELEMENTS in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all APARTMENT UNITS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS and the

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casualty insurance proceeds being not sufficient to cover the cost of repair, replacement or reconstruction of each APARTMENT UNIT or APARTMENT UNITS sustaining loss or damage then the cost to repair, replace or reconstruct said APARTMENT UNIT or APARTMENT UNITS shall then be levied and collected by assessment of the owner or owners of APARTMENT UNIT or of APARTMENT UNITS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of an APARTMENT UNIT or APARTMENT UNITS sustaining such loss or damage. In said latter event assessment of the owner or owners of APARTMENT UNIT or APARTMENT UNITS shall be made without regard to the existence of any exclusive right to use an area constituting LIMITED COMMON ELEMENTS which may be an appurtenance to any APARTMENT UNIT.

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In the event of loss of or damage to property covered by such casualty insurance, ASSOCIATION shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the membership of said ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional moneys required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of the APARTMENT UNITS or only by the owner or owners of any APARTMENT UNIT or APARTMENT UNITS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the moneys payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all APARTMENT UNITS and their respective Mortgagee and Mortgagees as their respective interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of the excess insurance proceeds.

Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than TEN THOUSAND DOLLARS ($10,000.00), then such sum need not be deposited with the Insurance Trustee, but rather shall be paid directly to the ASSOCIATION to be distributed in accordance with the terms of this Article.

ARTICLE XXVI

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against

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the CONDOMINIUM, as a whole as opposed to levying and assessing such Tax or Special Assessment against each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible in the estimated Annual Budget of ASSOCIATION, or shall be separately levied and collected as an assessment by ASSOCIATION against all of the owners of all APARTMENT UNITS and said APARTMENT UNITS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM as a whole, instead of as against each separate APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, shall be apportioned among the owners of all APARTMENT UNITS so that the amount of such Tax or Special Assessment so paid or to be paid by ASSOCIATION and attributable to and to be paid by the owner or owners of each APARTMENT UNIT shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT bears to the total undivided interest in COMMON ELEMENTS appurtenent to all APARTMENT UNITS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the APARTMENT UNITS and appurtenant undivided interest in COMMON ELEMENTS, then the assessment by ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessment and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS.

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All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a common expense in the Annual Budget of ASSOCIATION.

In apportionment of any Tax or Special Assessment in accordance with the provisions of this Article XXVI, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a LIMITED COMMON ELEMENT which may be an appurtenance to any APARTMENT UNIT.

ARTICLE XXVII

ASSOCIATION'S RIGHT OF FIRST REFUSAL WITH RESPECT TO SALE OR LEASE OF CONDOMINIUM UNITS

In order to assure a community of congenial residents and thus protect the value of the APARTMENT UNITS, the sale, leasing or other alienation of APARTMENT UNITS shall be subject to the following provisions:

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Until this Declaration is terminated or until the CONDOMINIUM buildings are no longer tenantable, whichever first occurs, no APARTMENT UNIT owner may dispose of an APARTMENT UNIT or any interest therein by sale, lease or otherwise, except a transfer by one spouse to another, without approval of the Board of Directors of the ASSOCIATION obtained in the manner herein provided.

(A) With the exception of transfer of ownership of any APARTMENT UNIT by one spouse to another, should the owner of any APARTMENT UNIT be desirous of leasing or selling such APARTMENT UNIT, ASSOCIATION is hereby given and granted the right of first refusal to lease or purchase such APARTMENT UNIT, as the case may be, on the terms and conditions herein stated, and no owner of an APARTMENT UNIT shall lease or sell the same to any party without first giving ASSOCIATION notice in writing of such lease or sale as herein provided, thereby giving ASSOCIATION the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said APARTMENT UNIT on the same terms and conditions as those contained in any bona fide offer which the owner of such APARTMENT UNIT may have received for the lease or purchase of his said APARTMENT UNIT. Whenever the owner of any APARTMENT UNIT has received a bona fide offer to lease or purchase his APARTMENT UNIT (which offer shall have been accompanied by a substantial earnest money deposit hereby defined to be not less than ten per cent (10%) of the purchase price as to a sale, and not less than two (2) months rent as to a lease), and is desirous of accepting such bona fide offer, the owner of such APARTMENT UNIT shall notify the Board of Directors of ASSOCIATION in writing by registered or certified mail sent to the offices of said Corporation, or by personal delivery made to the President or Secretary of said ASSOCIATION, of his desire to accept such offer for the lease or purchase of his APARTMENT UNIT, stating the name, address, business occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. Furthermore, to be deemed a valid offer, offeror shall furnish such additional personal and financial information as may be requested by the ASSOCIATION. If ASSOCIATION is desirous of exercising its option to lease or purchase said APARTMENT UNIT on the same terms and conditions as are contained in said bona fide offer, then ASSOCIATION shall notify the owner of said APARTMENT UNIT desiring to lease or sell the same of the exercise by ASSOCIATION of its election to so lease or purchase said APARTMENT UNIT, such notice to be in writing and posted by registered or certified mail to said owner within fourteen (14) days from receipt by ASSOCIATION of the owner's notice to said Corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If ASSOCIATION has elected to lease or purchase such APARTMENT UNIT, then, upon notifying the owner of such APARTMENT UNIT of its election to lease or purchase said APARTMENT UNIT, ASSOCIATION shall execute a lease or contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of an APARTMENT UNIT has notified the ASSOCIATION as above provided of his desire to lease or sell his APARTMENT UNIT, such owner shall be free to consummate such sale or lease of his APARTMENT UNIT, unless, within fourteen (14) days after the owner has delivered his required notice to ASSOCIATION, ASSOCIATION has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such APARTMENT UNIT.

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However, in said event, the owner of said APARTMENT UNIT shall not lease or sell said APARTMENT UNIT to any party other than the party designated to the Board of Directors of ASSOCIATION in the aforedescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to ASSOCIATION, without again giving ASSOCIATION the right of first refusal to lease or purchase such APARTMENT UNIT in the manner above provided.

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If the Board of Directors of ASSOCIATION shall so elect, it may cause its right of first refusal to lease or purchase any APARTMENT UNIT to be exercised in its name by itself or for a party approved by said Board of Directors, or said Board of Directors of ASSOCIATION may elect to cause said APARTMENT UNIT to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said APARTMENT UNIT in the same manner as would ASSOCIATION upon its exercise of said right of first refusal to lease or purchase such APARTMENT UNIT. Wherever such right of first refusal granted to ASSOCIATION is to be exercised in the name of a party approved by ASSOCIATION, notice of such election, as required hereunder, shall be executed by ASSOCIATION and the party approved by the Board of Directors of said Corporation.

Notwithstanding anything herein contained, the conveyance of any APARTMENT UNIT pursuant to any such sale shall not be effective, and the title and the right of occupancy of the premises shall not be deemed to have passed to the Grantee, unless and until the ASSOCIATION by written instrument executed with the formalities required for recordation, shall have confirmed its consent to such transfer and its approval of the Grantee; the Grantee shall have assumed in writing the terms and conditions of this Declaration and the By-Laws and Rules and Regulations of the ASSOCIATION; and the said approval and assumption shall have been recorded among the public records of Hillsborough County, Florida.

Notwithstanding the foregoing, no APARTMENT UNIT shall be leased unless the terms and provisions of such lease shall provide that such APARTMENT UNIT may not be sub-leased without the prior written approval of ASSOCIATION being first had and obtained and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of APARTMENT UNITS and COMMON ELEMENTS contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereinafter established by ASSOCIATION governing the use of such APARTMENT UNITS and COMMON ELEMENTS, and should any lessee not comply with such covenants, then ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to the owner, and in said respect, the said ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

(B) Any owner who wishes to make a gift of his APARTMENT UNIT ownership or any interest therein to any person or persons, other than the spouse of the owner, shall give to the ASSOCIATION not less than fourteen (14) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The ASSOCIATION shall at all times have the first right and option to purcha

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such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within ten (10) days after receipt of said written notice by the ASSOCIATION, the ASSOCIATION and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days after the appointment of said arbitrator, the three (3) arbitrators shall determine by the majority vote, the fair market value of the APARTMENT UNIT ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the ASSOCIATION. The ASSOCIATION'S option to purchase the APARTMENT UNIT ownership or interest therein shall expire thirty (30) days after the date of receipt by it of such notice.

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(C) In the event any APARTMENT UNIT owner dies leaving a Will devising his APARTMENT UNIT or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and at time of death the heirs at law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the ASSOCIATION shall have an option (to be exercised in the manner hereinafter set forth) to purchase said APARTMENT UNIT ownership or interest therein either from the devisee or devisees or distributees thereof or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within thirty (30) days after the appointment of a personal representative for the estate of the deceased owner, the ASSOCIATION shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to said devisee or devisees or distributees or personal representative as the case may be. Within thirty (30) days thereafter, said devisee or devisees or distributees or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two (2) so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days thereafter, the three (3) arbitrators shall determine, by majority vote, the fair market value of the APARTMENT UNIT ownership or interest therein and shall thereupon give written notice of such determination to the ASSOCIATION and said devisee or devisees or distributees or personal representative, as the case may be. The ASSOCIATION'S right to purchase the APARTMENT UNIT or interest therein at the price determined by the three (3) arbitrators shall expire thirty (30) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire three (3) months after the appointment of a personal representative who is not so empowered to sell. The ASSOCIATION shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the ASSOCIATION or its authorized representative, pursuant to authority given to the ASSOCIATION by the owners as hereinafter provided, to bid at any sale of the APARTMENT UNIT or interest therein of any deceased owner which is held pursuant to an order or direction of the Court having jurisdiction over

that portion of deceased owner's estate which contains his APARTMENT UNIT or interest therein.

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Should the interest of an APARTMENT UNIT owner or Developer become subject to a mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through foreclosure, judicial sale, or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said APARTMENT UNIT may be accomplished without the prior approval of the ASSOCIATION, notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the Purchaser or Lessee shall take subject to the CONDOMINIUM documents.

ARTICLE XXVIII

ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

The ASSOCIATION shall at all times maintain a Register setting forth names of the owners of all of the APARTMENT UNITS and in the event the sale or transfer of any APARTMENT UNIT to a third party, the Purchaser or Transferee shall notify ASSOCIATION in writing of his interest in such APARTMENT UNIT together with such recording information as shall be pertinent to identify the instrument by which such Purchaser or Transferee has acquired his interest in any APARTMENT UNIT. Further, the owner of each APARTMENT UNIT shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any APARTMENT UNIT, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any APARTMENT UNIT may, if he or it so desires, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any APARTMENT UNIT, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

ARTICLE XXIX

ASSESSMENT: LIABILITY, LIEN AND ENFORCEMENT

The ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all APARTMENT UNITS. In order to administer properly the operation and management of the project, ASSOCIATION will incur for the mutual benefit of all the owners of APARTMENT UNITS, costs and expenses which will be continuing or non-reoccurring costs, as the case may be. To provide the funds necessary for such proper operation and management, including the exercise of any right of first refusal to purchase or lease, as herein provided, and including the maintenance of areas and functions performed outside the Condominium Property, the ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all APARTMENT UNITS and said APARTMENT UNITS In furtherance of said grant of authority to ASSOCIATION, to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all APARTMENT UNITS, to-wit:

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A. All assessments for CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES costs levied against the owners of APARTMENT UNITS and said APARTMENT UNITS shall be made on the following basis:

1. The assessments made against each APARTMENT UNIT and the owners thereof by the ASSOCIATION for CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES cost for the CONDOMINIUM within CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES shall be determined by multiplying the total assessments levied for said CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES cost by a fraction, the numerator of which shall be the total number of APARTMENT UNITS within this CONDOMINIUM and the denominator of which shall be the total number of APARTMENT UNITS in all CONDOMINIUMS in existence in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES. The result thereof shall be further multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPENSES as set forth in the following schedule:

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BUILDING 1

APARTMENT NUMBER	PERCENTAGE
14107	3.29
14105	3.53
14103	4.11
14101	2.95

BUILDING 2

APARTMENT NUMBER	PERCENTAGE
14107	3.29
14105	3.53
14103	3.53
14101	3.29

BUILDING 3

APARTMENT NUMBER	PERCENTAGE
14115	3.29
14113	3.53
14111	4.11
14109	2.95

BUILDING 18

APARTMENT NUMBER	PERCENTAGE
4002	3.88
4004	3.53
4006	2.95

BUILDING 19

APARTMENT NUMBER	PERCENTAGE
14127	3.29
14125	3.53
14123	4.11
14121	2.95

BUILDING 20

APARTMENT NUMBER	PERCENTAGE
14119	3.88
14117	3.53
14115	2.95

BUILDING 21

APARTMENT NUMBER	PERCENTAGE
14113	2.95
14111	3.53
14109	3.88

BUILDING 22

APARTMENT NUMBER	PERCENTAGE
14108	3.29
14106	3.53
14104	3.53
14102	3.29

All of said assessments shall be without, however, in any event, increase or dimunition for the existence or lack of existence of any exclusive right to use an area constituting a LIMITED COMMON ELEMENT which may be an appurtenance to any APARTMENT UNIT. Should ASSOCIATION be the owner of any APARTMENT UNIT or APARTMENT UNITS in either Condominium in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES the assessments which would otherwise be due and payable to ASSOCIATION by the owner of such APARTMENT UNIT or APARTMENT UNITS reduced by the amount of income which may be derived from the leasing of such APARTMENT UNIT or APARTMENT UNITS by ASSOCIATION, shall be

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apportioned and the assessments therefor shall be levied among the owners of all APARTMENT UNITS in all Condominiums within CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES, which are not owned by the ASSOCIATION. The said assessments made against each APARTMENT UNIT and the owners thereof shall be made in the same manner as heretofore provided in this Article XXIX for assessments levied for CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES cost.

2. "COMMON SURPLUS", meaning all funds and other assets of the ASSOCIATION (including but not limited to assessments, rents, profits and revenues from whatever source whatsoever, over amount of COMMON EXPENSES), shall be owned by the owners of all APARTMENT UNITS in both Condominiums in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES, and the share of the "COMMON SURPLUS" of each owner or owners of each APARTMENT UNIT shall be computed in the following manner: The total "COMMON SURPLUS" shall be multiplied by a fraction, the numerator of which shall be the total number of APARTMENT UNITS within this CONDOMINIUM and the denominator of which shall be the total number of APARTMENT UNITS in Condominiums in existence in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES. The result of said multiplication shall be further multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPNESES as set forth in paragraph (A)(1) of ARTICLE XXIX of this Declaration, provided, however, that said "COMMON SURPLUS" shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said "COMMON SURPLUS". Except for distribution of any insurance indemnity herein provided, or termination of the Condominium any distribution of "COMMON SURPLUS" which may be made from time to time shall be made to the then owners of APARTMENT UNITS in accordance with their said computed share in the "COMMON SURPLUS" as declared herein.

OFF. REC. 2611 PG 561

B. The assessment levied against the owner of each APARTMENT UNIT and his APARTMENT UNIT shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of the ASSOCIATION.

C. The Board of Directors of the ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall commence with the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, and the other Condominium, if in existence, and of areas and functions performed outside the Condominium property, if any, as provided in the Development Plan including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in the reduction of the amounts required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of ASSOCIATION, copies of said Budget shall be delivered to each owner of an APARTMENT UNIT and the assessment for said year shall be established based upon such Budget,

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although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the CONDOMINIUM as aforesaid, or in the event of emergencies, the said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the project may include therein a sum to be collected for maintenance as a Reserve Fund for replacement of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, which Reserve Fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as well as replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of all APARTMENT UNITS. The amounts to be allocated to such Reserve Fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any moneys in such Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of APARTMENT UNITS are insuffcient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these moneys be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of ASSOCIATION in the sole discretion of said Board of Directors.

OFF. REC. 2611 PG 562

E. The Board of Directors of ASSOCIATION in establishing an Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficencies from time to time existing as a result of delinquent payment of assessments by owners of APARTMENT UNITS as a result of emergencies or for other reasons placing financial stress upon the Corporation.

F. All moneys collected by ASSOCIATION shall be treated as a separate property of said ASSOCIATION, and such moneys may be applied by said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, the other Condominiums and areas and functions under the control of the ASSOCIATION, and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of the ASSOCIATION. Moneys for any assessment paid into ASSOCIATION

by any owner of an APARTMENT UNIT may be comingled with moneys paid to ASSOCIATION by other owners of APARTMENT UNITS within the CONDOMINIUM and the other Condominium. Although all funds and other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of the ASSOCIATION, no member of said Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his APARTMENT UNIT. When the owner of an APARTMENT UNIT shall cease to be a member of ASSOCIATION by reason of the divestment of his ownership of such APARTMENT UNIT, by whatever means, ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of the ASSOCIATION, or which may have been paid to said ASSOCIATION by such owner, as all moneys which any owner has paid to the ASSOCIATION shall be and constitute an asset of said Corporation which may be used in the operation and management of the CONDOMINIUM.

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G. The payment of any assessment or installment thereof due to ASSOCIATION shall be in default of such assessment, or any installment thereof, if not paid into ASSOCIATION on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest at the rate of Ten per cent (10%) per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION.

H. The owner or owners of each APARTMENT UNIT shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for the payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of an APARTMENT UNIT in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any APARTMENT UNIT shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all cost of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of an APARTMENT UNIT may exempt himself from liability for any assessment levied against such owner and his APARTMENT UNIT by waiver of the use or enjoyment of any of the COMMON ELEMENTS, or any service or services furnished to same and/or to the APARTMENT UNITS, or by abandonment of the APARTMENT UNIT, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of APARTMENT UNITS, and that the payment of such COMMON EXPENSE represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each APARTMENT UNIT, ASSOCIATION is hereby granted a lien upon such APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and, if applicable, upon an exclusive right to

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use an area constituting LIMITED COMMON ELEMENTS which may be an appurtenance to any such APARTMENT UNIT, which lien shall secure and does secure the moneys due for all assessments now or hereafter levied against the owner of each APARTMENT UNIT, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any APARTMENT Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said APARTMENT UNIT, without notice to the owner of such APARTMENT UNIT. The rental required to be paid shall be equal to the rental charged on comparable types of APARTMENT UNITS in Hillsborough County, Florida. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the rate of Ten per cent (10%) per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any APARTMENT UNIT, or who may be given or acquire a mortgage, lien or other encumbrance thereon is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any APARTMENT UNIT expressly subject to such lien.

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K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Hillsborough County, Florida, a claim of lien stating the description of the APARTMENT UNIT encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been paid in full. Such claims of lien shall include only assessments which are due and payble when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S claim of lien, except that the lien of the ASSOCIATION for Tax or Special Assessment advances made by ASSOCIATION where any taxing authority having jurisdiction levies any Tax or Special Assessment against the CONDOMINIUM as an entirety instead of levying the same against each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the ASSOCIATION'S claim of lien therefor, and the ASSOCIATION'S claim of lien for collection of such portion of any Tax or Special Assessment shall specifically designate that the same secures an assessment levied pursuant to Article XXVI of this Declaration of Condominium.

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In the event that any person, firm or corporation shall acquire title to any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS by virtue of any foreclosure, judicial sale or by voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by ASSOCIATION representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of acquisition of title of an APARTMENT UNIT by foreclosure, judicial sale or by voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable, shall be absorbed and paid by all owners of all APARTMENT UNITS as a part of the COMMON EXPENSE, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

OFF. REC. 2611 PG 565

L. Whenever any APARTMENT UNIT may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, ASSOCIATION upon written request of the owner of such APARTMENT UNIT, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such APARTMENT UNIT. Such statement shall be executed by any officer of the Corporation and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement.

M. In the event that an APARTMENT UNIT is to be leased, sold or mortgaged at the time when payment of any assessment against the owner or said APARTMENT UNIT and such APARTMENT UNIT due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any APARTMENT UNIT who is responsible for payment of such delinquent assessment.

N. In any voluntary conveyance of an APARTMENT UNIT the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

O. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect the collection of any sum then remaining due to it.

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P. Notwithstanding anything in this Declaration of Condominium to the contrary, it is declared that so long as the Developer shall own any of the APARTMENT UNITS in the CONDOMINIUM, Developer and the APARTMENT UNITS owned by it shall not be subject to assessment as provided for in this Declaration of Condominium, but instead shall be assessed and paid to the ASSOCIATION in lieu thereof a sum equal to the actual amount of the actual operating expenditures for each calendar year less an amount equal to the total assessments made by the ASSOCIATION against owners of APARTMENT UNITS other than the Developer. The actual operating expenditures, for this purpose shall not include any reserve for replacements, operating reserves, depreciation reserve or expense, or capital expenditures.

ARTICLE XXX

TERMINATION

Notwithstanding anything to the contrary contained in Article XXV hereof, in the event of fire or other casualty or disaster which shall so destroy the APARTMENT UNITS in the Condominiums in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES to require at least ten-elevenths (10/11) of all such buildings to be reconstructed as determined by the Board of Directors of the ASSOCIATION, then this Declaration and the Plan of Condominium Ownership established herein and all Declarations and Plans of Condominium Ownership in said CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES, shall terminate, unless all of the owners of such APARTMENT UNITS agree that the said buildings shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said buildings requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all APARTMENT UNITS agree to reconstruct said buildings, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and of the Plan of Condominium Ownership established herein shall be terminated if

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there exists any regulation or order of any governmental authority having jurisdiction of the Project which may then prevent the reconstruction of said Condominium buildings, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to ASSOCIATION for itself and for the benefit of the owners of all APARTMENT UNITS, under any insurance policy or policies then existing. If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein are to be terminated, then a Certificate of a Resolution of the Board of Directors of ASSOCIATION to said effect and notice of cancellation and termination hereof shall be executed by the President and Secretary of ASSOCIATION in recordable form, and such instrument shall be recorded in the Public Records of Hillsborough County, Florida. Upon termination of the Declaration of Condominium, and the Plan of Condominium Ownership established herein, which termination shall occur simultaneously with the termination of the other Declaration and Plans in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES, all of the owners of all APARTMENT UNITS in this CONDOMINIUM shall be and become tenants in common as to the ownership of all the real property located in this CONDOMINIUM and which is described in Exhibit "A" attached to this Declaration theretofore subject to said Plan of Condominium Ownership together with any then remaining improvements thereon. The undivided interest in such real property and remaining improvements thereon held by the owner or owners of each APARTMENT UNIT in this CONDOMINIUM shall be the same as the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT as set forth in Article XI of this Declaration of Condominium and the lien of any mortgage or other encumbrance upon each APARTMENT UNIT shall attach, in the same order or priority, to the percentage of undivided interest of the owner of an APARTMENT UNIT in the property and the then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the APARTMENT UNITS and their respective mortgagees, as their respective interest may appear, such distribution to be made to the owner or owners of each APARTMENT UNIT in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. Upon termination of the Plan of Condominium Ownership created hereby that portion of the assets of the ASSOCIATION owned by the owner or owners of all APARTMENT UNITS in this CONDOMINIUM shall then be distributed to all of the owner or owners of each APARTMENT UNIT and to his or their mortgagees as their respective interests may appear. That portion of the assets of the ASSOCIATION owned collectively by all of the owners of APARTMENT UNITS in this CONDOMINIUM shall be determined by multipying the total assets of the ASSOCIATION by a fraction, the numerator of which shall be the total number of APARTMENT UNITS in this CONDOMINIUM and the denominator of which shall be the total number of APARTMENT UNITS in existence in all Condominiums in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES. In order to arrive at each APARTMENT UNIT owner's share of said assets the result of said multiplication shall be further multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPENSES as set forth in paragraph (A)(1) of Article XXIX of this Declaration.

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Except in the event of this Declaration of Condominium and the Plan of Condominium Ownership established being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all APARTMENT UNITS in both Condominiums of CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES and all of the parties holding mortgages, liens or other encumbrances against any of said APARTMENT UNITS in which event, the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforenamed parties, and such instrument or instruments shall be recorded in the Public Records of Hillsborough County, Florida.

In the event of the termination of CONDOMINIUM as above provided any exclusive right to use any area constituting LIMITED COMMON ELEMENTS and which may be an appurtenance to any APARTMENT UNIT shall automatically become a part of the APARTMENT UNIT to which it is appurtenant.

ARTICLE XXXI

AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT or alteration of the basis for apportionment of assessments for CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES cost, which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the owners of all APARTMENT UNITS and their respective mortgagees in both Condominiums in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES shall be required, this Declaration of Condominium may be amended in the following manner:

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An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors or by the majority of members of ASSOCIATION whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of ASSOCIATION, or such other officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than seventy-five per cent (75%) of the members of the ASSOCIATION in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Hillsborough County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of ASSOCIATION shall be delivered to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a Mortgagee or which may alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagees or in favor of the Developer without the consent of all such Mortgagees or the Developer, as the case may be.

OFF REC 2611 PG 569

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OFF. REC. 2011 PG 573

ARTICLE XXXII

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each APARTMENT UNIT shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of ASSOCIATION, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any APARTMENT UNIT shall entitle ASSOCIATION or the owner or owners of other APARTMENT UNIT or APARTMENT UNITS to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of ASSOCIATION or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by ASSOCIATION or, if appropriate, by an aggrieved owner of an APARTMENT UNIT;

B. The owner or owners of each APARTMENT UNIT shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees,agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occassioned by use, misuse, occupancy or abandonment of an APARTMENT UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation;

C. In any proceeding arising because of an alleged default by the owner of any APARTMENT UNIT, the ASSOCIATION, if successful, shall be entitled to recover the cost of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any APARTMENT UNIT be entitled to such attorney's fees;

D. The failure of ASSOCIATION or of the owner of an APARTMENT UNIT to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or any above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of an APARTMENT UNIT to enforce such right, provision, covenant or condition in the future;

E. All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of an APARTMENT UNIT pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity;

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F. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above mentioned documents shall not constitute waiver of the right to either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

ARTICLE XXXIII

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner are subject to the provisions of this Declaration of Condominium and all documents appurtenant hereto and incorporated herewith and the mere acquisition or rental of any APARTMENT UNIT, or the mere acts of occupancy of any APARTMENT UNIT shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

OFF. REC. 2611 PG 571

ARTICLE XXXIV

RIGHT OF DEVELOPER TO SELL OR LEASE APARTMENT UNITS OWNED BY IT FREE OF RIGHT OF FIRST REFUSAL: RIGHTS OF DEVELOPER RELATIVE TO THE DIRECTORS OF ASSOCIATION AND INTEREST

So long as Developer shall own any APARTMENT UNIT the said Developer shall have the absolute right to lease, sell, transfer, and/or convey any such APARTMENT UNIT to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and in connection herewith the right of first refusal herein granted to ASSOCIATION shall not be operative or effective in any manner as to Developer. Until Developer has closed sales of all of the APARTMENT UNITS of the CONDOMINIUM, as well as the sales of all APARTMENT UNITS built or to be built in the balance of CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES; or until December 31, 19 74; or until Developer voluntarily elects to terminate its control of the ASSOCIATION whichever shall first occur, the first Directors of the ASSOCIATION designated in the Articles of Incorporation thereof, shall continue to serve, and in the event of vacancy, the remaining Directors shall fill any vacancy; and if there are no remaining Directors the vacancy shall be filled by Developer; provided, however, notwithstanding the foregoing that so long as Developer shall hold one or more APARTMENT UNITS, it shall have the continuing right to designate one member of each Board of Directors from each CONDOMINIUM in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES in which it shall continue to own one (1) or more APARTMENT UNITS notwithstanding the fact that the Developer may have theretofore relinquished control of the ASSOCIATION as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Directors of ASSOCIATION the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION, and Developer shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the

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remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Developer need not be a resident in the CONDOMINIUM.

Any representative of Developer serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote upon any Management Contract or other matter as to which the Developer or the said Director may have a pecuniary or other interest. Similarly Developer, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any Management Contract or other matter between Developer and ASSOCIATION where the said Developer may have a pecuniary or other interest.

OFF. REC. 2011 PG 572

ARTICLE XXXV

RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the ASSOCIATION are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

ARTICLE XXXVI

SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever such holding shall not effect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions and covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XXXVII

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to affect its purpose of creating a uniform Plan of Condominium Ownership.

ARTICLE XXXVIII

DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS, and this Declaration of Condominium shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of APARTMENT UNITS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

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IN WITNESS WHEREOF, SUNSTATE BUILDERS, INC., has caused these presents to be executed in its name by its President and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, this 12th day of January, 1973, at Tampa, Florida.

Signed, sealed and delivered
in the presence of:

Joseph B. Cofer

Marcella L. Edmondson

SUNSTATE BUILDERS, INC.

By _____
President

Attest: _____
Assistant Secretary

OFF. REC. 2611 PG 573

JOINDER BY ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC., hereby agrees to accept all of the benefits, duties, responsibilities, obligations and burdens imposed on it by the provisions of this document.

IN WITNESS WHEREOF, CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC., has caused this document to be signed in its name by its President and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Joseph B. Cofer

Marcella R. Edmondson

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC.

By _____
President

Attest: _____
Secretary

JOINDER OF MANAGEMENT CONTRACTOR

CARROLLWOOD VILLAGE MANAGEMENT CORP., herein referred to as "The Manager" joins in the making of the foregoing Declaration of Condominum and approves the provisions contained therein.

Signed, sealed and delivered
in the presence of:

Joseph B. Cofer

Marcella R. Edmondson

CARROLLWOOD VILLAGE MANAGEMENT CORP.

By _____
President

Attest: _____
Secretary

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 12th day of January, 1973, personally appeared MATT M. JETTON and ANN R. HENRY, respectively President and Asst. Secretary of SUNSTATE BUILDERS, INC., a Florida corporation, and who as such officers of said corporation, executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation in the name of and on behalf of and as the free act and deed of said corporation for the uses and purposes therein mentioned, and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal the date aforesaid.

Joseph B. Cofer
Notary Public

My Commission Expires Nov 19, 1974

OFF REC 2011 PG 574

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 12th day of January, 1973, personally appeared MATT M. JETTON and CHARLES E. JUENGLING respectively President and Secretary of CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing document and who both acknowledged the execution thereof to be their free acts and deeds as such officers, as the acts and deeds of said corporation for the uses and purposes therein mentioned and affixed thereto the official seal of said corporation.

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

Joseph B. Cofer
Notary Public

My Commission Expires Nov 19 1975

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 12th day of January, 1973, personally appeared MATT M. JETTON and CHARLES E.JUENGLING respectively President and Secretary of CARROLLWOOD VILLAGE MANAGEMENT CORP., to me known to be the persons described in and who executed the foregoing document and who both acknowledged the execution thereof to be their free acts and deeds as such officers, as the acts and deeds of said corporation for the uses and purposes therein mentioned and affixed thereto the official seal of said corporation.

WITNESS my hand and official seal at Tampa, Hillsborough County, Florida.

Joseph B. Cofer
Notary Public

My Commission Expires Nov 19 1975

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OFF. REC. 2011 PG 575

JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAMPA, having its principal office at 500 Franklin Street, Tampa, Florida, herein called "Mortgagee", the owner and holder of a Mortgage on the following described lands in Hillsborough County, Florida, to-wit:

SEE EXHIBIT "X" ATTACHED HERETO AND MADE A PART HEREOF

which Mortgage is dated the 30th day of May, 19 72, and recorded on the 8th day of June, 1972, in Official Record Book 2492 on page 728 of the public records of Hillsborough County, Florida, join in the making of the foregoing Declaration of Condominium for Carrollwood Village Cypress Cluster Houses Condominium, Phase I, and the Mortgagee agrees that the lien of said Mortgage to the extent and only to the extent that the same is and constitutes a lien on the land submitted to condominium ownership under Declaration of Condominium for Carrollwood Village Cypress Cluster Houses Condominium, Phase I, shall hereafter be upon the following described property in Hillsborough County, Florida, to-wit:

All of the Apartment Units of Carrollwood Village Cypress Cluster Houses Condominium, Phase I, being: Apartment Units-
14101,14103,14105,14107-Building 1
Apartment Units 14101,14103,14105,14107-Building 2
Apartment Units 14109,14111,14113,14115-Building 3
Apartment Units 4002,4004,4006 - Building 18
Apartment Units 14121,14123,14125,14127-Building 19
Apartment Units 14115,14117,14119 - Building 20
Apartment Units 14109,14111,14113 - Building 21
Apartment Units 14102,14104,14106,14108 - Building 22

all according to the plat made a part of the said Declaration of Condominium.

IN WITNESS WHEREOF the said Mortgagee has hereunto set its hands and seal the 18th day of January, 1973.

Signed, sealed and delivered in the presence of:

Eleanore R Dean

Glenna L. Saunders

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAMPA

By _____ Vice President

Attest _____ Asst. Secretary

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

OFF. REC. 2611 PG 576

I HEREBY CERTIFY that on this 18th day of January, 19 73, before me, the undersigned authority, personally appeared W. Robert Seitz and Charlotte J. Dornblaser respectively Vice President and Assistant Secretary of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TAMPA, and who as such officers of said corporation, executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation in the name of and on behalf of and as the free act and deed of said corporation for the uses and purposes therein mentioned, and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal the date aforesaid.

Elinore R. Dean
Notary Public

My Commission Expires September 14, 1974



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EXHIBIT X

From the Northwest corner of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida, Run S.00°15'15" E., 1226.61 feet along the West boundary of said Section 4, thence N.89°44'45" E., 875.83 feet; thence Southeasterly 1023.90 feet along the arc of a curve concave to the Southwest (R=650.00 feet; CH=921.28 feet; C.A.= 90°15'15"; C.B.=S.45°07'37" E.,); thence East, 50.00 feet to the Point of Beginning; thence run South, 680.82 feet; thence Southeasterly 857.77 feet along the arc of a curve concave to the Northeast (R=600.00 feet; CH=786.57 feet; C.A.=81°54'38"; C.B.=S.40° 57'19" E.); thence S.81°54'38" E., 108.19 feet; thence N.17°14'00" W., 598.34 feet; thence N.08°08'35" W., 218.75 feet; thence N.02° 28'55" E., 621.48 feet; thence N.04°02'02" E., 133.77 feet; thence S.65°47'36" W., 496.08 feet; thence Southeasterly 48.91 feet along the arc of a curve concave to the Southwest (R=700.00 feet, CH=48.90 feet; C.A. = 04°00'12"; C.B= S.02°00'06" E.,) to the Point of Beginning.

CONDOMINIUM PLAT BOOK _____ PAGE _____

EXHIBIT A

PHASE I - PARCEL I

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OFF. REC. 2611 PG 578

From the Northwest corner of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida, run S.00°15'15" E. along the West boundary of said Section 4 for a distance of 1020.00 feet to the centerline of North Village Drive; thence run S.77°56'01" E. along the centerline of said North Village Drive 1038.44 feet to the beginning of a curve concave to the Southwest, said curve having a radius of 650.00 feet; thence run Southeasterly along the arc of said curve 884.13 feet through a central angle of 77°56'01" to the end of said curve; thence East 40.00 feet to the East right-of-way line of North Village Drive; thence run South along said right-of-way line 655.65 feet to the beginning of a curve concave to the Northeast, said curve having a radius of 636.66 feet; thence run Southeasterly along the arc of said curve 78.80 feet through a central angle of 7°05'30" to the Point of Beginning; thence continue along the arc of said curve 402.90 feet through a central angle of 36°15'30" to a point of compound curve, said curve having a radius of 600.00 feet; thence run Southeasterly along the arc of said curve 403.81 feet through a central angle of 38°33'38" to the end of said curve; thence run S.81°54'38" E., 108.19 feet; thence run N.17°14'00" W., 598.34 feet; thence run N.08°08'35" W., 28.81 feet; thence run West 91.80 feet; thence run South 12.33 feet: thence run West 75.17 feet; thence run South 38.59 feet; thence run West 59.00 feet; thence run S.72°53'24" W., 39.94 feet; thence run West 40.00 feet; thence run N.63°26'06" W., 41.37 feet; thence run West 105.32 feet to the East right-of-way line of North Village Drive and the Point of Beginning.

Subject to restrictions, reservations, conditions, limitations and easements of record, and such other easements as may be required.

Developer, Sunstate Builders, Inc., for itself and its nominee and its successors and assigns, reserves an easement or easements, as may be necessary or required by Developer in its sole discretion, over, across, under and through any of the hereinbefore described real property, for ingress and egress, including ingress and egress over driveways and walkways, for use and enjoyment, and for power, electric, telephone service, water and other utility services, and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith. All such easements are reserved by Developer until all property described in the Declaration as CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES has been submitted to Condominium Ownership, and Developer reserves the right to grant and convey from time to time, such easement, or easements, and cross easements over, across, under and through any of the hereinbefore described real property, in favor of the other Condominiums to be established in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES and others, including but not limited to mortgage lenders, when required by mortgage lenders, as the development of CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES progresses.

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EXHIBIT A

PHASE I - PARCEL II

OFF. REC. 2611 PG 579

A non-exclusive mutual easement for ingress and egress and for utilities over, across, under and through the following described property situate, lying and being in Hillsborough County, Florida, to-wit:

From the Northwest corner of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida, run S.00°15'15" E. along the West boundary of said Section 4 for a distance of 1020.00 feet to the centerline of North Village Drive; thence run S.77°56'01" E. along the centerline of said North Village Drive 1038.44 feet to the beginning of a curve concave to the Southwest, said curve having a radius of 650.00 feet; thence run Southeasterly along the arc of said curve 884.13 feet through a central angle of 77°56'01" to the end of said curve; thence run East 40.00 feet to the East right-of-way line of North Village Drive; thence run South along said right-of-way line 393.07 feet to the Point of Beginning; thence run East 59.28 feet to the beginning of a curve concave to the Northwest, said curve having a radius of 200.00 feet; thence run Southwesterly along the arc of said curve 114.95 feet through a central angle of 32°55'53" to a point of reverse curve, said curve being concave to the Southeast and having a radius of 55.00 feet; thence run Southwesterly along the arc of said curve 26.95 feet through a central angle of 28°04'21" to the end of said curve; thence run South 184.17 feet; thence run East 80.33 feet; thence S.63°26'06" E. 41.37 feet; thence East 40.00 feet; thence N. 72°53'24" E. 39.94 feet; thence East 59.00 feet; thence South 20.00 feet; thence West 59.00 feet; thence S.72°53'24" W. 39.94 feet; thence West 40.00 feet; thence N. 63°26'06" W. 41.37 feet; thence West 100.33 feet; thence North 204.17 feet to the beginning of a curve concave to the Southeast, said curve having a radius of 75.00 feet; thence run Northeasterly along the arc of said curve 36.75 feet through a central angle of 28°04'21" to a point of reverse curve, said curve being concave to the Northwest and having a radius of 180.00 feet; thence run Northeasterly along the arc of said curve 53.06 feet through a central angle of 16°53'23" to a point of compound curve, said curve being concave to the Southwest and having a radius of 15.00 feet; thence run Northwesterly along the arc of said curve 26.49 feet through a central angle of 101°10'58" to the end of said curve; thence run West 21.87 feet to the East right-of-way line of North Village Drive; thence run North along said right-of-way line 34.00 feet to the Point of Beginning.

Sheet 1 of 2

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EXHIBIT B

DESCRIPTION OF

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES

OFF. REC. 2611 PG 580

FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN S. 00°15'15" E. ALONG THE WEST BOUNDARY OF SAID SECTION 4 FOR A DISTANCE OF 1020.00 FEET TO THE CENTERLINE OF NORTH VILLAGE DRIVE, THENCE RUN S. 77°56'01" E. ALONG THE CENTERLINE OF SAID NORTH VILLAGE DRIVE 1038.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 650.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 884.13 FEET THROUGH A CENTRAL ANGLE OF 77°56'01" TO THE END OF SAID CURVE; THENCE EAST 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE AND THE POINT OF BEGINNING; THENCE RUN SOUTH ALONG SAID RIGHT-OF-WAY LINE 655.65 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 636.66 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 481.70 FEET THROUGH A CENTRAL ANGLE OF 43°21'00" TO A POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 403.81 FEET THROUGH A CENTRAL ANGLE OF 38°33'38" TO THE END OF SAID CURVE, THENCE RUN S. 81°54'38" E. 108.19 FEET; THENCE N. 17°14'00" W., 598.34 FEET; THENCE N. 08°08'35" W. 218.75 FEET; THENCE N. 02°28'55" E. 621.48 FEET; THENCE N. 04°02'02" E. 133.77 FEET; THENCE S. 65°47'36" W. 506.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF A CURVE, SAID CURVE HAVING A RADIUS OF 690.00 FEET AND BEING CONCAVE TO THE SOUTHWEST, 44.54 FEET THROUGH A CENTRAL ANGLE OF 03°41'54" TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING.

Sheet 1 of 2

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OFF. REC. 2611 PG 581

CONDOMINIUM PLAT BOOK _____ PAGE _____

CONDOMINIUM PLAT BOOK _____ PAGE _____

CARROLLWOOD VILLAGE
CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I
Section 4, Township 28 South, Range 18 East
Hillsborough County, Florida

EXHIBIT C

LEGAL DESCRIPTION - PARCEL I

FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN S.00°15'15" E. ALONG THE WEST BOUNDARY OF SAID SECTION 4 FOR A DISTANCE OF 1020.00 FEET TO THE CENTERLINE OF NORTH VILLAGE DRIVE; THENCE RUN S.77°56'01" E. ALONG THE CENTERLINE OF SAID NORTH VILLAGE DRIVE 1038.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 650.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 884.13 FEET THROUGH A CENTRAL ANGLE OF 77°56'01" TO THE END OF SAID CURVE; THENCE EAST 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE; THENCE RUN SOUTH ALONG SAID RIGHT-OF-WAY LINE 655.65 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 636.66 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 78.80 FEET THROUGH A CENTRAL ANGLE OF 07°05'30" TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE 402.90 FEET THROUGH A CENTRAL ANGLE OF 35°15'58" TO A POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 409.81 FEET THROUGH A CENTRAL ANGLE OF 38°33'38" TO THE END OF SAID CURVE; THENCE RUN S.81°54'38" E, 188.19 FEET; THENCE RUN N.17°14'09" W, 598.34 FEET; THENCE RUN N.00°00'55" W, 20.81 FEET; THENCE RUN WEST 91.00 FEET; THENCE RUN SOUTH 12.33 FEET; THENCE RUN WEST 75.17 FEET; THENCE RUN SOUTH 38.59 FEET; THENCE RUN WEST 59.00 FEET; THENCE RUN S.72°53'24" W, 39.94 FEET; THENCE RUN WEST 40.00 FEET; THENCE RUN N.63°26'06" W, 41.37 FEET; THENCE RUN WEST 105.32 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE AND THE POINT OF BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS, CONDITIONS, LIMITATIONS AND EASEMENTS OF RECORD, AND SUCH OTHER EASEMENTS AS MAY BE REQUIRED. DEVELOPER, SUNSTATE BUILDERS, INC., FOR ITSELF AND ITS NOMINEE AND ITS SUCCESSORS AND ASSIGNS, RESERVES AN EASEMENT OR EASEMENTS, AS MAY BE NECESSARY OR REQUIRED BY DEVELOPER IN ITS SOLE DISCRETION, OVER, ACROSS, UNDER AND THROUGH ANY OF THE HEREINBEFORE DESCRIBED REAL PROPERTY, FOR INGRESS OR EGRESS, INCLUDING INGRESS OR EGRESS OVER DRIVEWAYS AND WALKWAYS, FOR USE AND ENJOYMENT AND FOR POWER, ELECTRIC, TELEPHONE SERVICE, WATER AND OTHER UTILITY SERVICES, AND LIGHTING FACILITIES, IRRIGATION, TELEVISION TRANSMISSION FACILITIES, SECURITY SERVICE AND FACILITIES IN CONNECTION THEREWITH. ALL SUCH EASEMENTS ARE RESERVED BY DEVELOPER UNTIL ALL PROPERTY DESCRIBED IN THE DECLARATION AS CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES HAS BEEN SUBMITTED TO CONDOMINIUM OWNERSHIP, AND DEVELOPER RESERVES THE RIGHT TO GRANT AND CONVEY, FROM TIME TO TIME, SUCH EASEMENT, OR EASEMENTS, AND CROSS EASEMENTS OVER, ACROSS, UNDER AND THROUGH ANY OF THE HEREINBEFORE DESCRIBED REAL PROPERTY, IN FAVOR OF OTHER CONDOMINIUMS TO BE ESTABLISHED IN CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES AND OTHERS, INCLUDING BUT NOT LIMITED TO MORTGAGE LENDERS WHEN REQUIRED BY MORTGAGE LENDERS, AS THE DEVELOPMENT OF CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES PROGRESSES.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, MATT M. JETTON AND ANN R. HENRY, PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY, OF SUNSTATE BUILDERS, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA AS OWNER, HAVE CAUSED THE LANDS EMBRACED IN THE PLAT AS SHOWN AND DESCRIBED ON THIS PAGE 81 AND AS SHOWN AND DESCRIBED ON PAGES 2 THRU 7 HEREOF TO BE SURVEYED, LAID OUT AND PLATTED AS CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Joseph B. Cofer

SUNSTATE BUILDERS, INC.

BY Matt M. Jetton
MATT M. JETTON, PRESIDENT

ATTEST Ann R. Henry
ANN R. HENRY, ASSISTANT SECRETARY

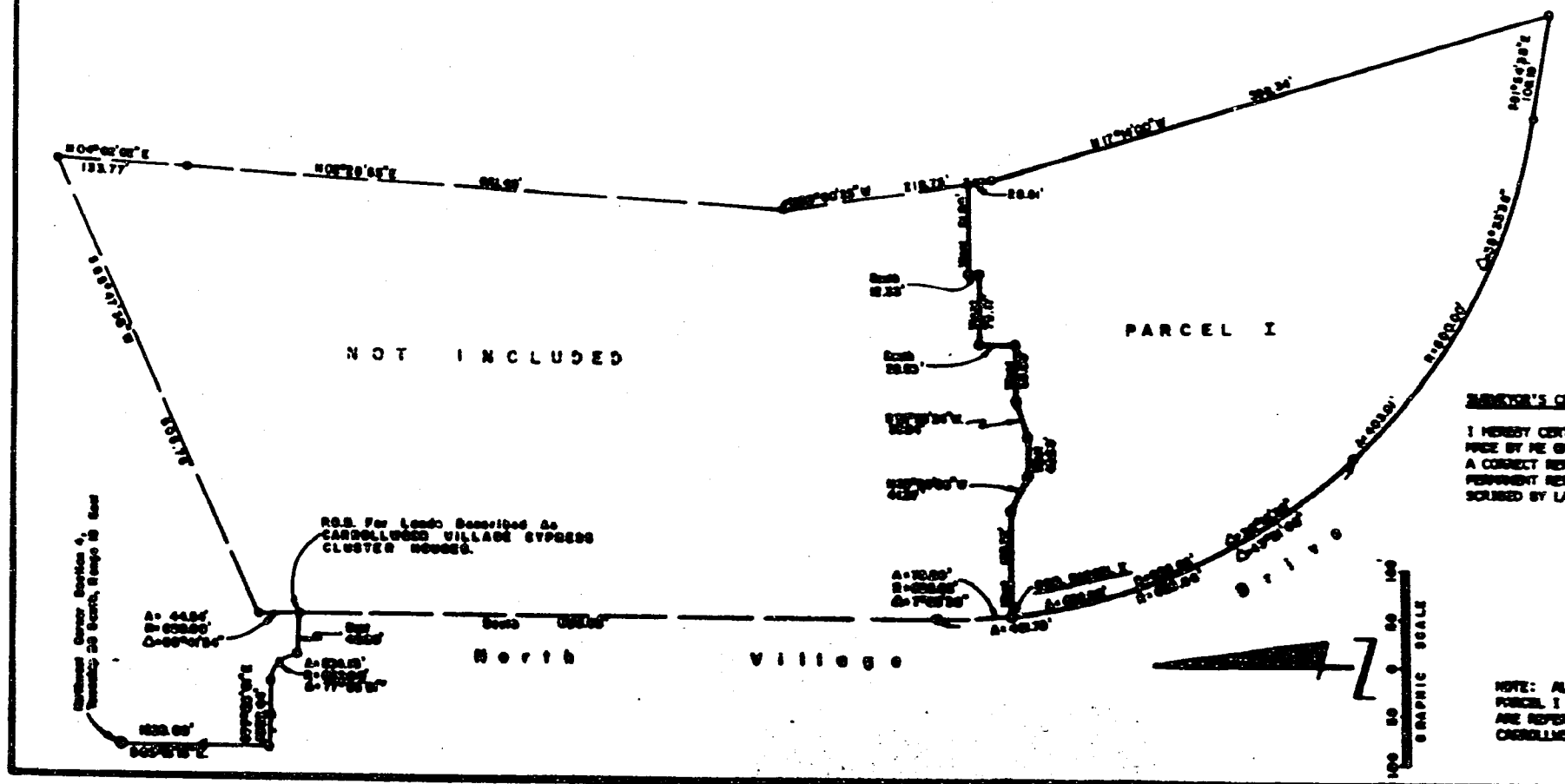
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY THAT ON THIS 12TH DAY OF January, 1973, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED MATT M. JETTON AND ANN R. HENRY, PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY, OF SUNSTATE BUILDERS, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA AND THAT THEY SEVERALLY AND DULY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING DEDICATION AS SUCH OFFICERS AFORESAID FOR AND ON BEHALF OF AND AS THE ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED PURSUANT TO AUTHORITY CONFERRED UPON THEM BY SAID CORPORATION AND THAT THE SEAL AFFIXED THERETO IS THE TRUE AND GENUINE SEAL OF SAID CORPORATION AND WAS AFFIXED THEREUNTO UNDER LIKE AUTHORITY.

WITNESS MY HAND AND SEAL THE DATE AFORESAID.

Joseph B. Cofer
NOTARY PUBLIC
MY COMMISSION EXPIRES: Nov. 19, 1975



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM A SURVEY MADE BY ME ON Dec. 22, 1972, AND THAT THIS MAP IS A CORRECT REPRESENTATION OF THE LANDS PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS DESCRIBED BY LAW.

John R. Low, Jr.
JOHN R. LOW, JR.
REGISTERED LAND SURVEYOR NO. 1444 STATE OF FLORIDA
FLORIDA CERTIFICATE NO.

NOTE: ALL THE LANDS DRAWN ON THIS MAP, INCLUDING PARCEL I AND THOSE PORTIONS SHOWN AS "NOT INCLUDED", ARE REFERRED TO IN THE DECLARATION OF CONDOMINIUM AS CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES.

CONDOMINIUM PLAT BOOK ____ PAGE ____

CONDOMINIUM PLAT BOOK ____ PAGE ____

CARROLLWOOD VILLAGE
CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I
EASEMENT - INGRESS/EGRESS & UTILITIES

Section 4, Township 28 South, Range 18 East

Hillsborough County, Florida

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Book 5014 Page 582

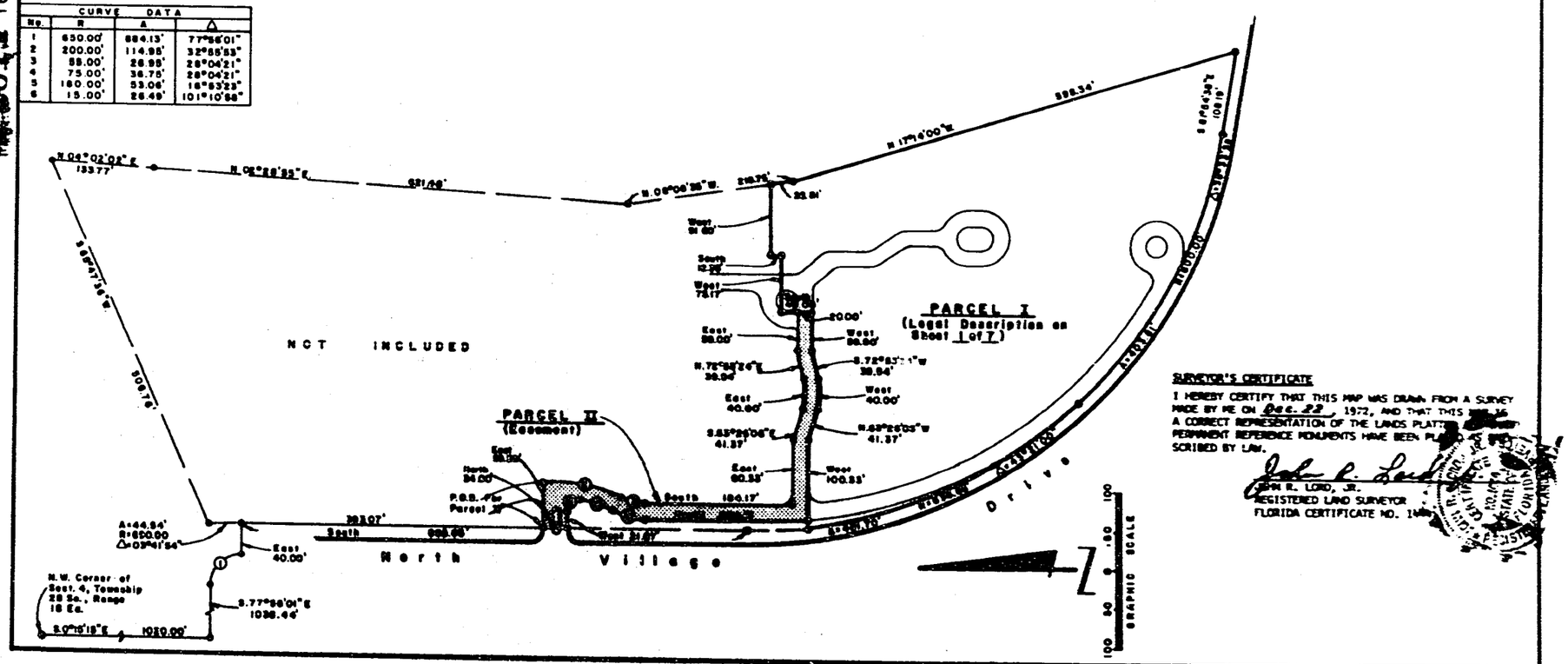
EXHIBIT C

LEGAL DESCRIPTION - PARCEL II

A NON-EXCLUSIVE MUTUAL EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITIES OVER, ACROSS, UNDER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY SITUATE, LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA, TO-WIT:

FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN S.00°15'15" E ALONG THE WEST BOUNDARY OF SAID SECTION 4 FOR A DISTANCE OF 1020.00 FEET TO THE CENTERLINE OF NORTH VILLAGE DRIVE; THENCE RUN S.77°56'01" E ALONG THE CENTERLINE OF SAID NORTH VILLAGE DRIVE 1038.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 650.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 884.13 FEET THROUGH A CENTRAL ANGLE OF 77°56'01" TO THE END OF SAID CURVE; THENCE RUN EAST 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE; THENCE RUN SOUTH ALONG SAID RIGHT-OF-WAY LINE 393.07 FEET TO THE POINT OF BEGINNING; THENCE RUN EAST 59.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 200.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 114.95 FEET THROUGH A CENTRAL ANGLE OF 32°55'53" TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 55.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 26.95 FEET THROUGH A CENTRAL ANGLE OF 28°04'21" TO THE END OF SAID CURVE; THENCE RUN SOUTH 184.17 FEET; THENCE RUN EAST 80.33 FEET, THENCE S.63°26'06"E. 41.37 FEET; THENCE EAST 40.00 FEET; THENCE N.72°53'24" E 39.94 FEET; THENCE EAST 59.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 59.00 FEET; THENCE S.72°53'24"W, 39.94 FEET; THENCE WEST 40.00 FEET; THENCE N. 63°26'06"W 41.37 FEET; THENCE WEST 100.33 FEET; THENCE NORTH 204.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH EAST, SAID CURVE HAVING A RADIUS OF 75.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 36.75 FEET THROUGH A CENTRAL ANGLE OF 28°04'21" TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 180.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 53.06 FEET THROUGH A CENTRAL ANGLE OF 16°53'23" TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 15.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 26.49 FEET THROUGH A CENTRAL ANGLE OF 101°10'58" TO THE END OF SAID CURVE; THENCE RUN WEST 21.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE; THENCE RUN NORTH ALONG SAID RIGHT-OF-WAY LINE 34.00 FEET TO THE POINT OF BEGINNING.

CURVE DATA			
No.	R	A	Δ
1	650.00'	884.13'	77°56'01"
2	200.00'	114.95'	32°55'53"
3	55.00'	26.95'	28°04'21"
4	75.00'	36.75'	28°04'21"
5	180.00'	53.06'	16°53'23"
6	15.00'	26.49'	101°10'58"



SURVEYOR'S CERTIFICATE

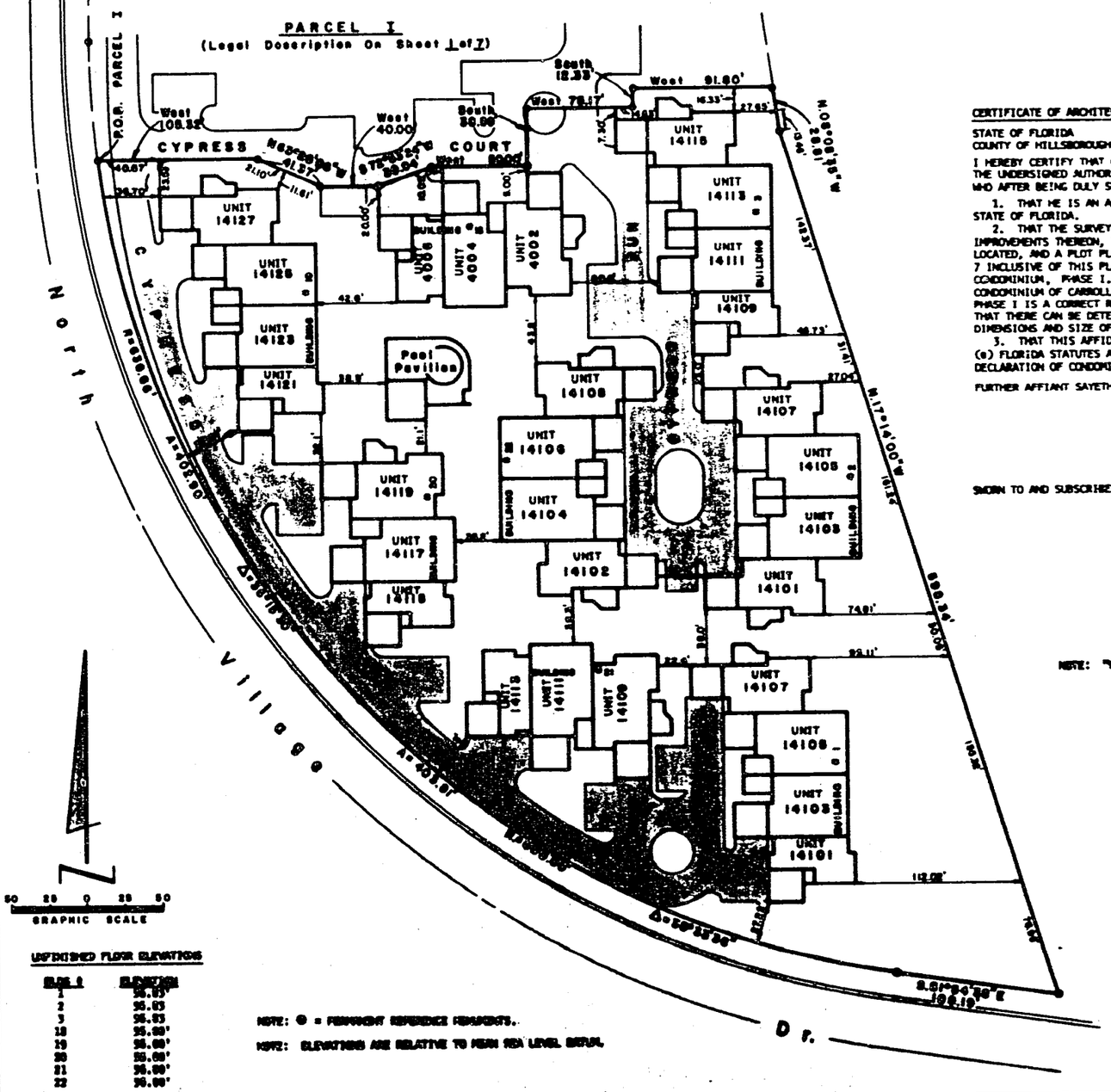
I HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM A SURVEY MADE BY ME ON Dec. 22, 1972, AND THAT THIS [illegible] IS A CORRECT REPRESENTATION OF THE LANDS PLATTED [illegible] PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS DESCRIBED BY LAW.

JOHN R. LORD, JR.
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. [illegible]

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CARROLLWOOD VILLAGE
CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I

Section 4, Township 28 South, Range 18 East — Hillsborough County, Florida



UNFINISHED FLOOR ELEVATIONS

BLDG. #	ELEVATION
1	56.83'
2	56.83
3	56.83
18	55.00'
19	56.00'
20	55.00'
21	56.00'
22	56.00'

NOTE: ● = PERMANENT REFERENCE MONUMENTS.

NOTE: ELEVATIONS ARE RELATIVE TO MEAN SEA LEVEL DATUM.

CERTIFICATE OF ARCHITECT:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY, DONALD A. BOUTERSE WHO AFTER BEING DULY SWORN AND AS REQUIRED BY LAW, DEPOSES AND SAYS:

1. THAT HE IS AN ARCHITECT AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA.
2. THAT THE SURVEY OF THE LAND AND A GRAPHIC DESCRIPTION OF THE IMPROVEMENTS THEREON, INCLUDING THE IMPROVEMENTS IN WHICH UNITS ARE LOCATED, AND A PLOT PLAN THEREOF ALL AS SET FORTH ON SHEETS 1 THRU 7 INCLUSIVE OF THIS PLAT OF CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I, TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM OF CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT.
3. THAT THIS AFFIDAVIT IS GIVEN FOR COMPLIANCE WITH SECTION 711.60 (e) FLORIDA STATUTES AND IS AND SHALL BE A PART OF THE AFORESAID DECLARATION OF CONDOMINIUM.

FURTHER AFFIANT SAYETH NOT.

Donald A. Bouterse
4498

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 12TH DAY OF JANUARY 1973.

Joseph B. Cox
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOV. 19, 1974

NOTE: "UNIT" AS INDICATED HEREON DESIGNATES APARTMENT NUMBER.

SURVEYOR'S CERTIFICATE:

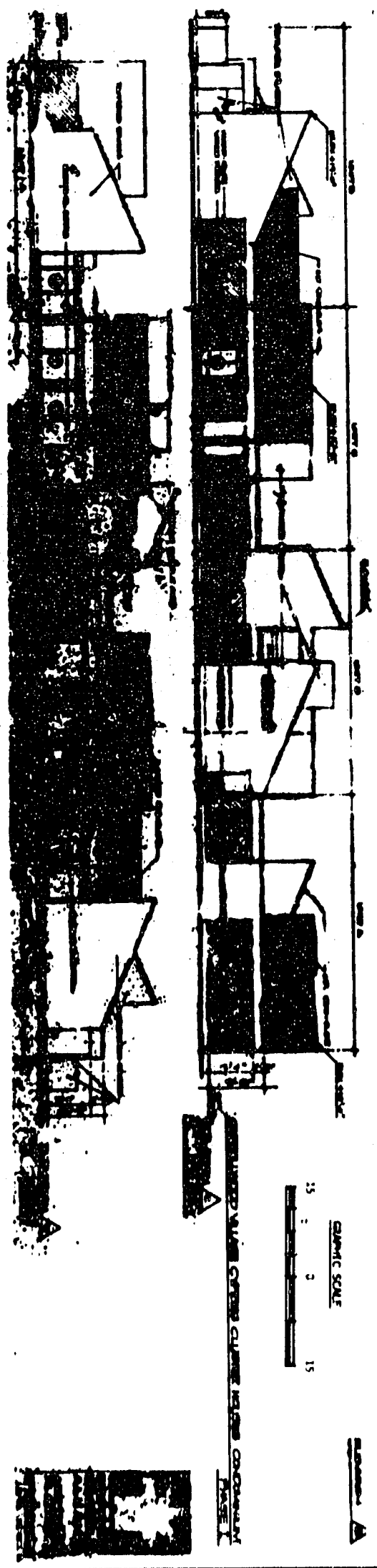
I HEREBY CERTIFY:
THAT THIS MAP WAS DRAWN FROM A SURVEY MADE BY ME ON Dec. 22, 1972, AND THAT THIS MAP IS A CORRECT REPRESENTATION OF THE LANDS PLATTED AND THE IMPROVEMENTS DESCRIBED THEREON AND SAID IMPROVEMENTS WERE CONSTRUCTED AS OF THE DATE OF SAID SURVEY AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS PRESCRIBED BY LAW.

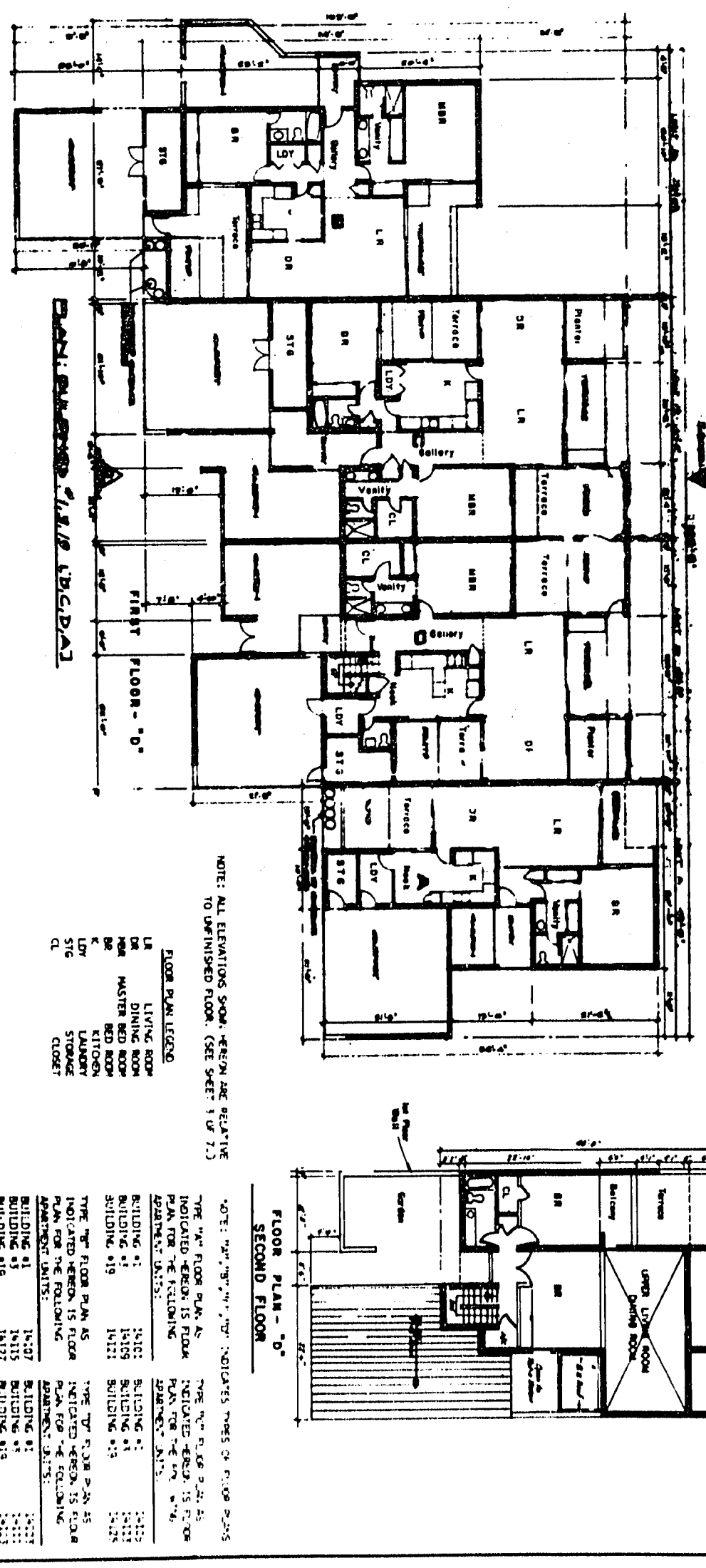
John R. Lord
JOHN R. LORD, JR.
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 1

EXHIBIT C

OFF. REC. 2611 PG. 583

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FLOOR PLAN - "0"
SECOND FLOOR

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO UNFINISHED FLOOR. (SEE SHEET 1 OF 7.)

FLOOR PLAN LEGEND

LR	LIVING ROOM
DR	DINING ROOM
MBR	MASTER BED ROOM
BR	BED ROOM
K	KITCHEN
LDY	LAUNDRY
STG	STORAGE
CL	CLOSET

NOTE: "A", "B", "C", "D" INDICATES TYPES OF FLOOR PLANS

TYPE "A" FLOOR PLAN AS INDICATED HEREON IS FLOOR PLAN FOR THE FOLLOWING APARTMENT UNITS:

BUILDING #1	14101
BUILDING #3	14109
BUILDING #19	14121

TYPE "B" FLOOR PLAN AS INDICATED HEREON IS FLOOR PLAN FOR THE FOLLOWING APARTMENT UNITS:

BUILDING #1	14107
BUILDING #3	14115
BUILDING #19	14127

TYPE "C" FLOOR PLAN AS INDICATED HEREON IS FLOOR PLAN FOR THE FOLLOWING APARTMENT UNITS:

BUILDING #1	14103
BUILDING #3	14111
BUILDING #19	14123

TYPE "D" FLOOR PLAN AS INDICATED HEREON IS FLOOR PLAN FOR THE FOLLOWING APARTMENT UNITS:

BUILDING #1	14105
BUILDING #3	14113
BUILDING #19	14125

GRAPHIC SCALE

15 0 15

UNIT D

1st Floor Walk

2nd Floor Walk

EXHIBIT C

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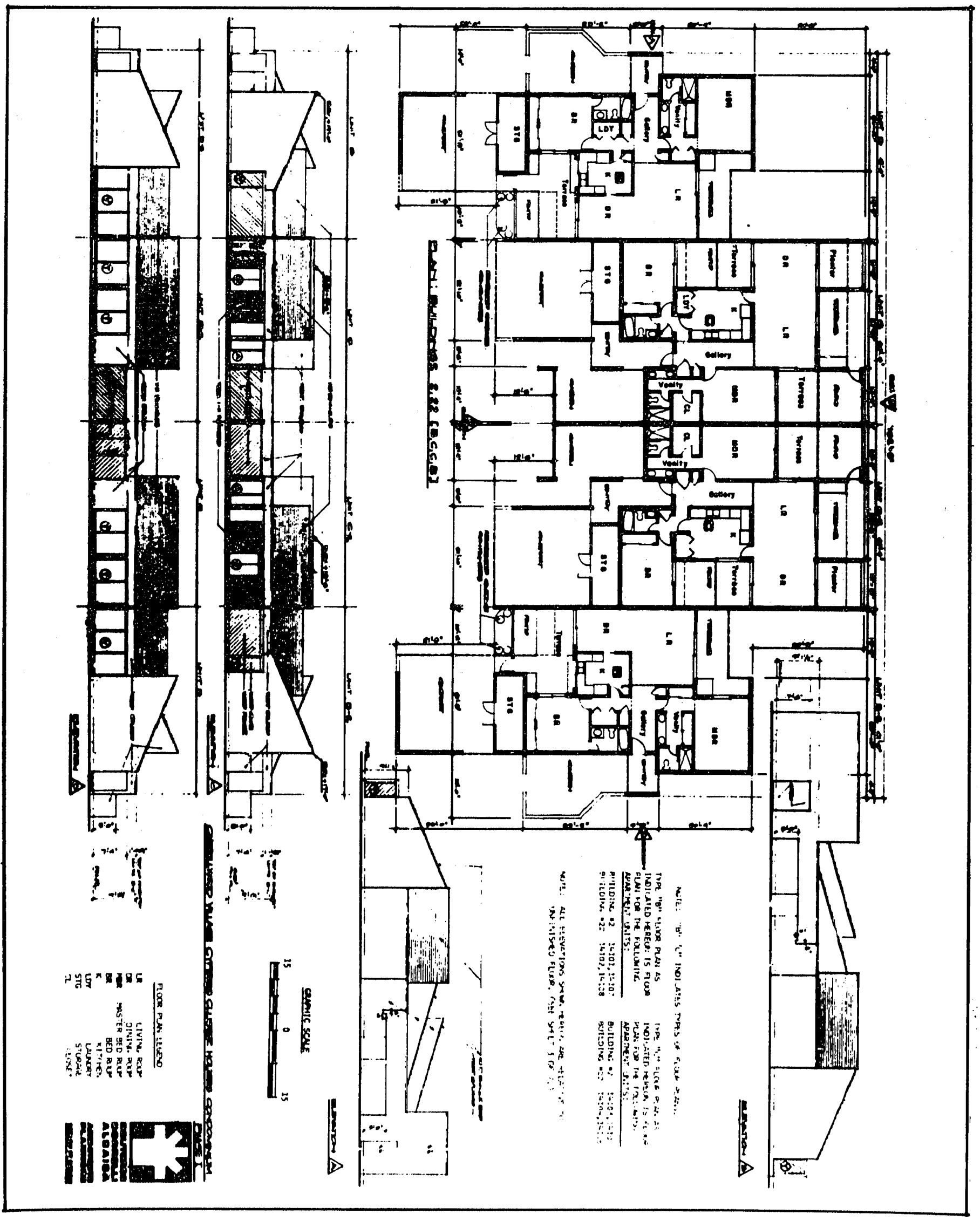
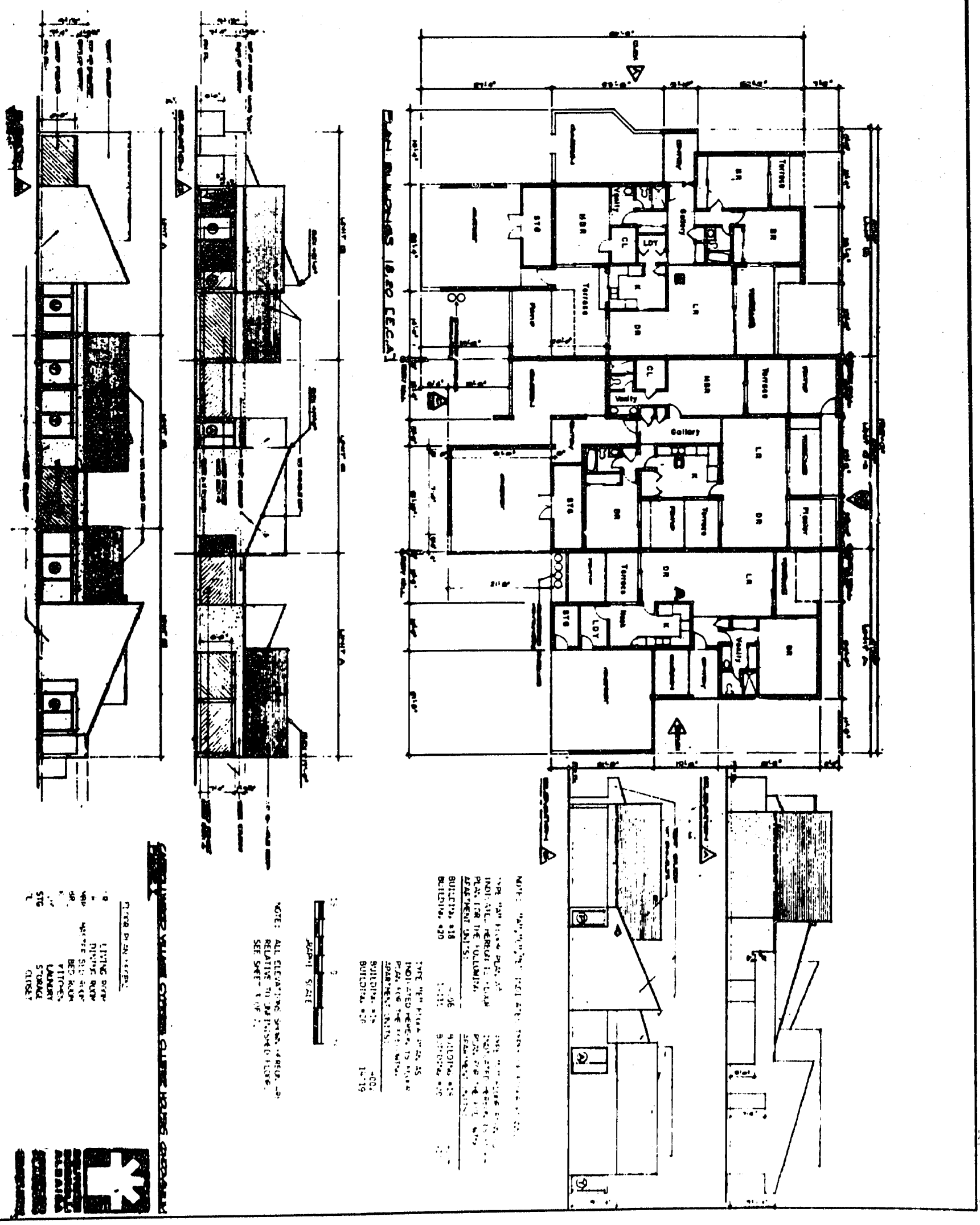


EXHIBIT C

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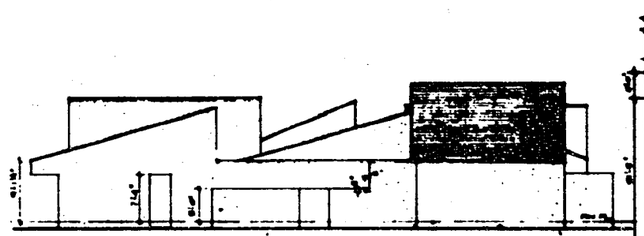


Sheet 6 of 7

EXHIBIT C

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Case # 2014-567



NOTE: "A","C","E" INDICATED TYPES OF FLOOR PLANS.

TYPE "A" FLOOR PLAN AS INDICATED HEREON IS FLOOR PLAN FOR THE FOLLOWING APARTMENT UNITS:

BUILDING #21	14113

TYPE "C" FLOOR PLAN AS INDICATED HEREON IS FLOOR PLAN FOR THE FOLLOWING APARTMENT UNITS:

BUILDING #21	14111

TYPE "E" FLOOR PLAN AS INDICATED HEREON IS FLOOR PLAN FOR THE FOLLOWING APARTMENT UNITS:

BUILDING #21	14109

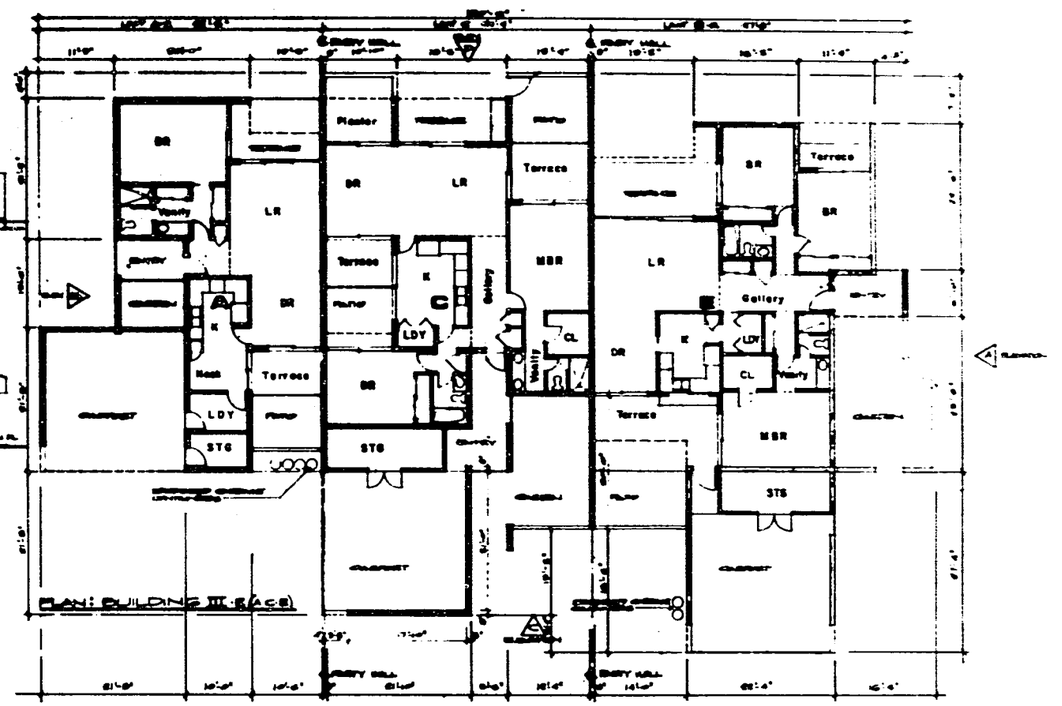
15 0 15

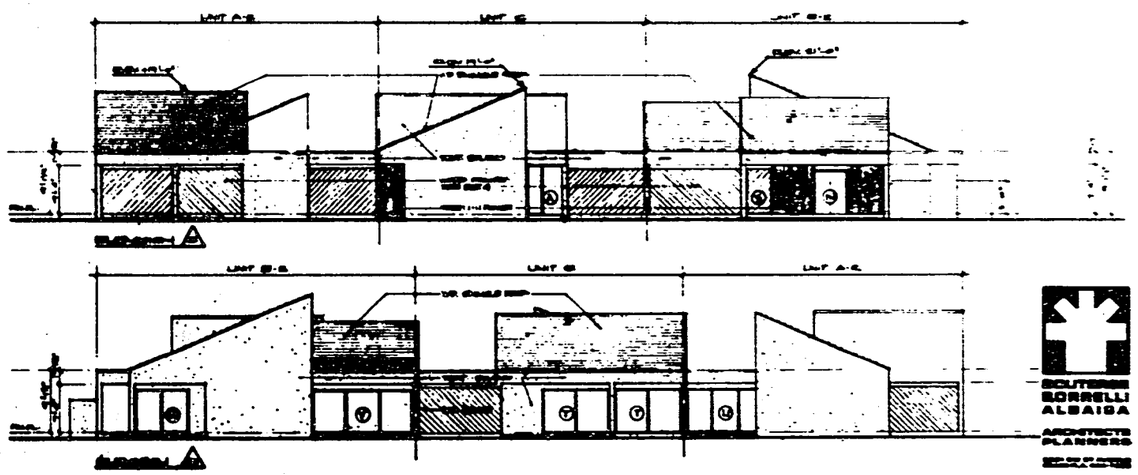
FLOOR PLAN LEGEND

LR	LIVING ROOM
DR	DINING ROOM
MBR	MASTER BED ROOM
BR	BED ROOM
K	KITCHEN
LDY	LAUNDRY
STG	STORAGE
CL	CLOSET

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO UNFINISHED FLOOR. SEE SHEET 3 OF 7

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOMES CONDOMINIUM
Phase I





SCHERER BORRELLI ALBAISA
ARCHITECTS PLANNERS

EXHIBIT C

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STATE OF FLORIDA

DEPARTMENT OF STATE

OFF. REC. 2611 PG 588

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 21st day of December A.D., 1972 as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 21st day of December, A.D., 1972.

Richard (Dick) Stone

SECRETARY OF STATE

EXHIBIT D

corp 94
3 29 72

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OFF. REC. 2611 PG 589

ARTICLES OF INCORPORATION
OF
CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC.
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the Formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I

The name of the Corporation shall be:

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC.
(hereinafter referred to as the "Corporation")

FILED
DEC 21 10 a 69 '72
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II

The purposes and objects of the Corporation shall be to administer the operation and management of all condominiums to be established in accordance with the Condominium Act of the State of Florida and pursuant to the Development Plan set forth in the Declarations of Condominium, upon and within the following described property situate, lying and being in Hillsborough County, Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (SAID PROPERTY TO BE HEREINAFTER REFERRED TO AS "CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES")

and to undertake the performance of the acts and duties incident to and administration of the operation and management of each and every said Condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declarations of Condominiums which may be recorded in the public records of Hillsborough County, Florida, at the times portions of said property, and the improvements now or hereafter situate thereon, are submitted to plans of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominiums; and further to foster a fine residential community throughout the development known as CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES located in Hillsborough County, Florida, and in this respect to cooperate and deal with other Condominium Associations, if any, and entities to accomplish this objective. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporations Not for Profit under the law pursuant to which this Corporation is chartered and pursuant to the Condominium Act of the State of Florida.

This Instrument Was Prepared By
JOSEPH B. COFER
GIBBONS, TUCKER, McEWEN, SMITH, COFER & TAUB
Attorneys At Law
606 Madison St. Tampa, Florida 33602

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2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a). To make and establish reasonable rules and regulations governing the use of APARTMENT UNITS, Common Elements and Limited Common Elements in said Condominiums as said terms may be defined in said Declarations of Condominium to be recorded.

(b). To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal.

(c). To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominiums as may be provided in said Declarations of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including APARTMENT UNITS in said Condominiums.

(d). To maintain, repair, replace, operate and manage the Condominiums and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of Condominium property.

(e). To contract for the management of the Condominiums and to delegate to such contractor all of the powers and duties of the Corporation except those which may be required by the Declarations of Condominium to have approval of the Board of Directors or Membership of the Corporation.

(f). To enforce the provisions of said Declarations of Condominium, these Articles of Incorporation, the By-Laws of the Corporations which may be hereafter adopted, and the rules and regulations governing the use of said Condominiums as may be hereafter established.

(g). To approve or disapprove the transfer, lease, mortgage and ownership of APARTMENT UNITS as may be provided by Declarations of Condominium and by the By-Laws.

(h). To deal with other condominium associations or representatives thereof on matters of mutual interest and to levy, collect and disburse funds from time to time as may be provided in the Declarations of Condominium and By-Laws for the maintenance, repair and replacement of property located within the lands herein described or elsewhere notwithstanding the fact that such property lies outside of the subject property.

(i). To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declarations of Condominium aforementioned.

OFF. REC. 2611 PG 590

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ARTICLE IV

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The owners of all APARTMENT UNITS in all said CONDOMINIUMS shall be members of the Corporation and no other persons or entities shall be entitled to membership except as provided in item (5) of "ARTICLE IV" hereof.

2. Membership shall be established by the acquisition of fee title to an APARTMENT UNIT, whether by conveyance, judicial decree or otherwise provided that such acquisition shall be approved in accordance with, and conformed to the provisions of, these Articles, the applicable Declarations of Condominium and the By-Laws and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any APARTMENT UNIT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more APARTMENT UNITS, or who may own a fee ownership interest in APARTMENT UNITS, so long as such party shall retain title to or a fee ownership interest in any APARTMENT UNIT.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his APARTMENT UNIT. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized herein, in the Declarations of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each APARTMENT UNIT, which vote may be exercised or cast by the owner or owners of each APARTMENT UNIT in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one APARTMENT UNIT, such member shall be entitled to exercise or cast as many votes as he owns APARTMENT UNITS, in the manner provided by said By-Laws.

5. Until such time as a portion of the property described in "ARTICLE II" hereof and improvements constructed thereon shall be submitted to a plan of condominium ownership by the recordation of a Declaration of Condominium, the membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V

The Corporation shall have perpetual existence.

ARTICLE VI

The principal office of the Corporation shall be located at 13902 North Dale Mabry, Tampa, Florida 33618, but the Corporation may maintain offices and transact business in such places within or without the State of Florida as may from time to time be designated by the Board of Directors; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

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ARTICLE VII

1. The Board of Directors, until relinquishment of control as hereinafter provided by Sunstate Builders, Inc., a Florida corporation, or its nominee (the said Sunstate Builders, Inc., or its nominee being referred to as "Developer"), shall consist of five (5) Directors, which Directors need not be members of the Corporation.

After relinquishment of control by Sunstate Builders, Inc. or its nominee as hereinafter provided, the Board of Directors shall consist of the number of Directors determined in accordance with the By-Laws but not less than five (5) Directors; and in the absence of such determination said Board shall consist of five (5) Directors. After relinquishment of control by Sunstate Builders, Inc., or its nominee as hereinafter provided, a majority of the Directors shall be members of the Corporation.

2. Directors of the Corporation shall be elected at the annual meeting of the Members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors shall not be held until after the Developer has relinquished control of the Corporation which shall take place when it has closed the sales of all of the APARTMENT UNITS of all Condominiums to be formed in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES, or until the Developer voluntarily elects in writing to terminate its control of the Condominium, or until after the 31st day of December, 1974, whichever shall first occur (any one of which events being herein referred to as "Relinquishment of Control"), provided, however, and notwithstanding anything herein contained, that so long as Developer is the owner of one (1) or more APARTMENT UNITS within the subject property it shall have the continuing right to designate one (1) member of each Board of Directors from each CONDOMINIUM in CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES in which it shall continue to own one (1) or more APARTMENT UNITS, notwithstanding the fact that it may theretofore have relinquished control as hereinabove provided. The Directors herein named shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors and if there are no remaining Directors, the vacancies shall be filled by the Developer.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified in accordance herewith, or until removed, are as follows:

NAME	ADDRESS
MATT M. JETTON	P. O. BOX 15657 Tampa, Florida 33614
H. DEWITT THOMPSON	P. O. BOX 15657 Tampa, Florida 33614
CHARLES E. JUENGLING	P. O. BOX 15657 Tampa, Florida 33614
ARTHUR S. GIBBONS	606 Madison Street Tampa, Florida 33602
JOSEPH B. COFER	606 Madison Street Tampa, Florida 33602

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ARTICLE VIII

The affairs of the Corporation shall be managed by the officers in accordance with the By-Laws. The officers shall be appointed from time to time by the Board of Directors; after Developer shall have relinquished control of the Corporation, appointment of officers shall take place at the first Board meeting following the annual meeting of the Members of the Corporation, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are appointed by the Board of Directors are as follows:

PRESIDENT	MATT M. JETTON
VICE PRESIDENT	H. DEWITT THOMPSON
SECRETARY	CHARLES E. JUENGLING
TREASURER	JAMES F. NASH

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ARTICLE IX

The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the APARTMENT UNITS in all Condominiums administered hereby whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting stating the time and place of the Meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears in the records of the Corporation and the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation

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whether before or after the holding of the Meeting shall be deemed equivalent to the giving of such notice to such member. At such Meeting the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than seventy-five per cent (75%) of the APARTMENT UNITS in all said Condominiums in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with the said Secretary of State a certified copy thereof shall be recorded in the public records of Hillsborough County, Florida, within ten (10) days from the date on which the same are so registered. At any Meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such Meeting.

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Notwithstanding the foregoing provisions of this "ARTICLE XI" until Developer shall have relinquished control of the Corporation as hereinabove provided, no amendment to these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.

ARTICLE XII

The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

NAMES	ADDRESSES
MATT M. JETTON	P. O. Box 15657 Tampa, Florida 33614
H. DEWITT THOMPSON	P. O. Box 15657 Tampa, Florida 33614
CHARLES E. JUENGLING	P. O. Box 15657 Tampa, Florida 33614
ARTHUR S. GIBBONS	606 Madison Street Tampa, Florida 33602
JOSEPH B. COFER	606 Madison Street Tampa, Florida 33602

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IN WITNESS WHEREOF the Subscribers have hereunto set their hands and seals this 20th day of DECEMBER, 1972.

MATT M. JETTON

H. DEWITT THOMPSON

CHARLES E. JUENGLING

ARTHUR S. GIBBONS

JOSEPH B. COFER

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared MATT M. JETTON, H. DEWITT THOMPSON and CHARLES E. JUENGLING, who being first duly sworn acknowledge that they have executed the foregoing Articles of Incorporation for the purposes therein expressed this 20th day of December, 1972.

Marcia B. Lanier
Notary Public, State of Florida
at Large

My Commission Expires: July 4, 1976

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared ARTHUR S. GIBBONS and JOSEPH B. COFER, who being first duly sworn acknowledge that they have executed the foregoing Articles of Incorporation for the purposes therein expressed, this 20th day of December, 1972.

Marcia B. Lanier
Notary Public, State of Florida
at Large

My Commission Expires: July 4, 1976

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EXHIBIT A

DESCRIPTION OF
CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES

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FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN SOUTH 00°15'15" E. ALONG THE WEST BOUNDARY OF SAID SECTION 4 FOR A DISTANCE OF 1020.00 FEET TO THE CENTERLINE OF NORTH VILLAGE DRIVE, THENCE RUN SOUTH 77°56'01" E. ALONG THE CENTERLINE OF SAID NORTH VILLAGE DRIVE 1038.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 650.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 844.13 FEET THROUGH A CENTRAL ANGLE OF 77°56'01" TO THE END OF SAID CURVE; THENCE EAST 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE AND THE POINT OF BEGINNING; THENCE RUN SOUTH ALONG SAID RIGHT-OF-WAY LINE 655.65 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH-EAST, SAID CURVE HAVING A RADIUS OF 636.66 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 481.70 FEET THROUGH A CENTRAL ANGLE OF 43°21'00" TO A POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 396.23 FEET THROUGH A CENTRAL ANGLE OF 38°33'38" TO THE END OF SAID CURVE, THENCE RUN SOUTH 81°54'38" EAST 108.19 FEET; THENCE NORTH 17°14'00" WEST 598.34 FEET; THENCE NORTH 08°08'35" WEST 218.75 FEET; THENCE NORTH 02°28'55" E. 621.48 FEET; THENCE NORTH 04°02'02" EAST 133.77 FEET; THENCE SOUTH 65°47'36" WEST 506.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH VILLAGE DRIVE, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF A CURVE, SAID CURVE HAVING A RADIUS OF 690.00 FEET AND BEING CONCAVE TO THE SOUTHWEST, 44.54 FEET THROUGH A CENTRAL ANGLE OF 3° 41' 54" TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING.