

1 1001 10 100 11 001 01 011 11 010 10 101 01 101 10 011 1 1001

INSTR # 2005149866

O BK 14880 PG 0892

Pgs 0892 - 979: (88pgs)

RECORDED 04/13/2005 04:44:46 PM

CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK C DuVal

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.

1022 Main Street, Suite D

Dunedin Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NOTICE PURSUANT TO CHAPTER 712 FLORIDA STATUTES

WHEREAS, U.S. HOME CORPORATION, a Delaware corporation was the owner in fee simple of Carrollwood Village Phase II Homeowners Association, Inc. (the "Association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II, recorded in Official Records Book 3514 at Page 1947, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village I, recorded in Official Records Book 3342 at Page 293, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village II, recorded in Official Records Book 3428 at Page 1969, the Declaration of Restrictions and Easements for Carrollwood Village, Phase II, Village III, recorded in Official Records Book 3385 at Page 267, the Declaration of Restrictions for Carrollwood Village, Phase II, Village IV, recorded in Official Records Book 3739 at Page 427, the Declaration of Restrictions for Carrollwood Village, Phase II, Village V, recorded in Official Records Book 3582 at Page 193, the Declaration of Covenants, Conditions and Restriction for Carrollwood Village, Phase II, Village VI, Unit I, recorded in Official Records Book 3689 at Page 293 and the Supplement to Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase II, Village VI, Unit II, recorded in Official Records Book 4241 at Page 1065, all of the Public Records of Hillsborough County, Florida, as may be amended from time to time, (hereinafter collectively referred to as the "Restrictions") currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the

notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association; and

WHEREAS, Chapter 712, Florida Statutes provides for recording of a notice in order to avoid the effects of the Marketable Record Title Act on the Restrictions; and

WHEREAS, Section 712.06, Florida Statutes prescribes the exact requirements of the contents of the notice required thereunder; and

WHEREAS, CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC. ("Association") is a Florida corporation not for profit, and has the right to enforce the restrictions referred to above as set for the in the Restrictions referred to above and Chapter 720, Florida Statutes; and

WHEREAS, a meeting of the Board of Directors was held as required by Section 712.05, Florida Statutes on December 14, 2005 at which time more than 2/3 of the Board of Directors voted to approve extension of the Restrictions:

NOW THEREFORE, Elwin Saviet, President of Carrollwood Village Phase II Homeowners Association, Inc., upon being duly sworn states as follows:

In accordance with the requirements of Section 712.06(1), Florida Statutes, the following subparagraphs are hereby set forth.

a. The name of the claimant desiring to preserve the Covenants is Carrollwood Village Phase II Homeowners Association, Inc. and the Post Office address used by the corporation is 4131 Gunn Highway, Tampa, Florida 33618.

b. The name and Post Office address of the person in whose name the property encumbered by the Covenants is assessed on the last completed tax assessment role of the county at the time of filing is set forth in subparagraph (a).

c. Certain lands were originally encumbered by the Restrictions referenced above. In addition, certain other lands were made subject to the Restrictions by later amendments, culminating in encumbering the property described herein above:

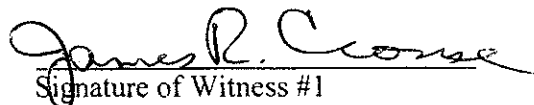
d. The claim is based on the Restrictions recorded in the Public Records of Hillsborough County, Florida as set forth hereinabove. To the extent that a later amendment amended, added to, or deleted a provision of a previous Declaration or amendment, this notice is only intended to preserve and protect the provisions as amended, added to, or deleted; and is not intended to revive provisions which were amended or deleted by later amendments, except to the extent that a court may find that an amendment was ineffective to alter the previous provisions.

e. This notice shall be acknowledged in the same manner as deeds are acknowledged for record.

IN WITNESS WHEREOF, the undersigned hereby executes this Assignment for the purposes stated herein above.

CARROLLWOOD VILLAGE PHASE II
HOMEOWNERS ASSOCIATION, INC.

WITNESSES:


Signature of Witness #1

JAMES R. CROUSE
Printed Name of Witness #1


Signature of Witness #2

Marc Tindell DMD
Printed Name of Witness #2

By: 
Elwin Saviet, President

Attest: 
Holly Minor, Secretary

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29TH day of MARCH, 2005 by Elwin Saviet and Holly Minor, to me known to be the President and Secretary of Carrollwood Village Phase II Homeowners Association, Inc., on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



DANIEL F. RUSKIEWICZ
MY COMMISSION # DD 284244
EXPIRES: February 19, 2008
Bonded Thru Budget Notary Services

Daniel F. Ruskiewicz
NOTARY PUBLIC

DANIEL F. RUSKIEWICZ
Printed Name of Notary Public

My Commission Expires: FEBRUARY 19, 2008

AFFIDAVIT OF Elwin Saviet

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

Before me, the undersigned notary, appeared ELWIN SAVIET, a member of the Board of Directors of Carrollwood Village Phase II Homeowners Association, Inc. who, upon being duly sworn, swears and states as follows:

1. I am over the age of 18 and am competent to make this affidavit.
2. I hereby affirm that the Board of Directors of the Association caused a statement in substantially the form attached as composite Exhibit "A" attached hereto was hand delivered or mailed to the members of the Association at least seven (7) days prior to the meeting of the Board at which the Declarations; Restrictive and Affirmative Covenants was renewed in accordance with Chapter 712, Florida Statutes. The meeting was held on DECEMBER 14, 2004, and the notice and statement were mailed or hand delivered on NOVEMBER 29, 2004.

FURTHER AFFIANT SAYETH NOT.

Elwin L. Saviet
PRESIDENT

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 25TH day of JANUARY, 2005, by ELWIN L. SAVIET, to me known to be the PRESIDENT (title) of Carrollwood Village Phase II Association, Inc. He/she is personally known to me or has produced _____ as identification.



DANIEL F. RUSKIEWICZ
MY COMMISSION # DD 284244
EXPIRES: February 19, 2008
Bonded Thru Budget Notary Services

Daniel F. Ruskiewicz
NOTARY PUBLIC

DANIEL F. RUSKIEWICZ
Printed Name of Notary Public

My Commission Expires: FEB. 19, 2008

ATTACHMENT(S)

Carrollwood Village Phase II Homeowners Association, Inc.
4131 Gunn Highway
Tampa, FL 33618

**NOTICE
OF A
SPECIAL BOARD OF DIRECTORS MEETING
FOR
EXTENDING ALL PHASE II COVENANTS, CONDITIONS AND RESTRICTIONS**

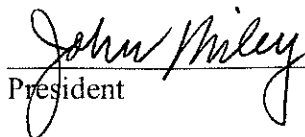
Dear Carrollwood Village Phase II Homeowner,

There will be a Special Board of Directors Meeting.

When: Tuesday, December 14, 2004
Time: Immediately following the Annual Meeting
Where: St. Mark's Episcopal Church, 13335 Casey Road, Tampa, FL
Purpose: To vote for the authorization to extend all Phase II Covenants, Conditions, and Restrictions as described by Florida Statute 712.06(1)(b). The following will be presented to the Board of Directors for approval:

The Carrollwood Village Phase II Homeowners Association, Inc. (the "Association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II, recorded in Official Records Book 3514 at Page 1947, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village I, recorded in Official Records Book 3342 at Page 293, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village II, recorded in Official Records Book 3428 at 1969, the Declaration of Restrictions and Easements for Carrollwood Village, Phase II, Village III, recorded in Official Records Book 3385 at Page 267, the Declaration of Restrictions for Carrollwood Village, Phase II, Village IV, recorded in Official Records Book 3739 at Page 427 and the Declaration of Restrictions for Carrollwood Village, Phase II, Village V, recorded in Official Records Book 3582 at Page 193, the Declaration of Covenants, Conditions and Restriction for Carrollwood Village, Phase II, Village VI, Unit I, recorded in Official Records Book 3689 at Page 293 and the Supplement to Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase II, Village VI, Unit II, recorded in Official Records Book 4241 at Page 1065, all of the Public Records of Hillsborough County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Sincerely,


President


**SIGNED IN THE WRITER'S
ABSENCE TO AVOID DELAY.**

**AFFIDAVIT OF MAILING OR HAND DELIVERY
OF
NOTICE TO UNIT OWNERS**

STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

BEFORE ME, personally appeared Daniel Ruskiewicz, LCAM, who after being duly sworn, deposes and says that the notice of the Special Board Meeting for Extending All Phase II Covenants, Conditions and Restrictions for Carrollwood Village Phase II Homeowners' Association, Inc., to be held on Tuesday, December 14, 2004, at 7:00 P.M., at St. Mark's Episcopal Church, 13335 Casey Road, Tampa, Florida, was mailed in accordance with Section 720 Florida Statutes. The notices were provided to each owner at the address last furnished to the Association, as such address appears on the books of the Association.

Carrollwood Village Phase II Homeowners' Association, Inc



Daniel Ruskiewicz, LCAM
Community Association Manager

The foregoing instrument was acknowledged before me this 29th day of November 2004, by Daniel Ruskiewicz, LCAM, as Agent for the Association, on behalf of the corporation. He is personally known to me and did not take an oath.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known or

Produced Identification _____

Type of Identification

Sign: Deanna S. Katz

Print: Deanna S. Katz

My Commission expires: November 5, 2005



Deanna S. Katz
MY COMMISSION # DD066488 EXPIRES
November 5, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

CARROLLWOOD VILLAGE PHASE II ASSOCIATION, INC.

**SPECIAL MEETING
OF
THE BOARD OF DIRECTORS**

December 14, 2004

Directors Present: Doug Cornell, Joseph Hanson, Holly Minor, Phil Salyers, Elwin Saviet and Marc Tindell.

Absent: Van Chandler, Kelly Knetsch, and John Miley

Also Present: Dan Ruskiewicz, Greenacre Properties Inc.

Call to Order: Vice President Doug Cornell called the meeting to order at 7:58 p.m.

Approval to Extend Covenants In Accordance with Florida Statute 712.06(1)(b). Holly Minor made a motion that Carrollwood Village Phase II Association, Inc. (the "Association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II, recorded in Official Records Book 3514 at Page 1947, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village I, recorded in Official Records Book 3342 at Page 293, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village II, recorded in Official Records Book 3428 at 1969, the Declaration of Restrictions and Easements for Carrollwood Village, Phase II, Village III, recorded in Official Records Book 3385 at Page 267, the Declaration of Restrictions for Carrollwood Village, Phase II, Village IV, recorded in Official Records Book 3739 at Page 427 and the Declaration of Restrictions for Carrollwood Village, Phase II, Village V, recorded in Official Records Book 3582 at Page 193, the Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II, Village VI, Unit I, recorded in Official Records Book 3689 at Page 293 and the Supplement to Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase II, Village VI, Unit II, recorded in Official Records Book 4241 at Page 1065, all of the Public Records of Hillsborough County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association. Seconded by Phil Salyers; motion carried unanimously.

Adjournment: A motion to adjourn was made by Joe Hanson, seconded by Marc Tindell, and carried unanimously. The meeting adjourned at 8:05 p.m.

Submitted by:


Holly Minor, Secretary

MASTER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CARROLLWOOD VILLAGE, PHASE II

OFF. REC. 3428 PG 1980

OFF. REC. 3514 PG 1947

THIS DECLARATION made this 12th day of October, A.D. 1978 by
CARROLLWOOD PROPERTIES, INC., a Florida corporation (herein referred
to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer heretofore made and executed that certain document
dated June 21, 1978 styled MASTER DECLARATION OF RESTRICTIVE COVENANTS
FOR CARROLLWOOD VILLAGE PHASE II and recorded June 23, 1978
in Official Records Book 3384 at pages 1372 through 1393
inclusive of the Public Records of Hillsborough County, Florida; and

WHEREAS, Developer in Article VI of said Declaration reserved the right,
with the written consent of Levitt Land Incorporated, a Delaware corporation, to
amend, modify or supercede same in whole or in part by an instrument executed
solely by Developer and recorded within 120 days from the date of the recording
of said Declaration; and

WHEREAS, Developer desires to supercede said Declaration in its entirety
by this MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CARROLLWOOD VILLAGE, PHASE II (herein "Declaration"); and

WHEREAS, Developer desires to create an exclusive residential community
known as "Carrollwood Village Phase II" ("the Community"), on that certain real
property legally described in Exhibit "A" attached hereto and made a part hereof,
all of which is owned by Developer with the exception of that portion thereof
legally described in ^{special} warranty deed from Developer to Levitt Land Incorporated, a
Delaware corporation dated 21st day of June, A. D. 1978 and recorded
in Official Records Book 3383 at page 836 of the Public Records of
Hillsborough County, Florida, and certain lots previously conveyed in Carrollwood
Village Phase Two Village One, the grantees of which have agreed to be bound
hereby; and

This instrument is being recorded to reflect and confirm the joinder
and consent of certain owners and mortgage lien holders who have
agreed to bound hereby.

-1-

EXHIBIT 13

and by and to be returned to:
Andy J. Morrell, Esq.
c/o Zischau
115 Countryside Blvd, Suite A

OFF. 3514 PG 1948
REC. 3428 PG 1981

WHEREAS, Developer has deemed it desirable for the efficient preservation, protection and enhancement of the values and amenities in the Community, and to insure the residents' enjoyment of the specific rights, privileges and easements in the Community Properties, to create a legal entity for the purpose of owning, maintaining and administering the Community Properties and administering and enforcing of covenants and restrictions, and collecting and disbursing the assessments hereinafter created.

NOW THEREFORE, Developer, in order to insure the attractiveness of the individual lots, acreage and Community Property within the Community, and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the Community and to provide for the maintenance of common areas, open spaces and other Community Property, hereby declares that all of the real property legally described in Exhibit "A" shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth herein which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section One. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Property" shall mean and refer to all of the real property legally described in Exhibit "A: attached hereto and made a part hereof.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property.
3. "Association" shall mean and refer to Carrollwood Village Phase II Homeowners Association, Inc., a Florida corporation not for profit, the legal entity created by Developer for the purposes set forth herein.

4. "Board of Directors" and "the Board" shall mean the Board of Directors of the Association. OFF REC: 3514 PG 1949

5. "Member" shall mean and refer to a member of the Association. OFF REC: 3428 PG 1982

6. "Community Property" and "Community Properties" shall mean open spaces together with any ponds, lakes and parks thereon within the Property owned by the Association or held by the Developer for ultimate conveyance to the Association.

7. "Lot" shall mean and refer to a lot identified as such on a recorded subdivision plat; such definition shall also include a unit within a condominium as to which there is a recorded Declaration.

8. "Acreage" shall mean all of the Property other than (i) a Lot or (ii) property submitted to condominium form of ownership pursuant to a recorded Declaration of Condominium.

9. "Master Plan" shall mean the Master Plan or Preliminary Site Plan for Carrollwood Village Phase II on file with and approved by the Hillsborough County Planning Commission, as the same may be amended or modified from time to time.

10. "Developer" shall mean and refer to Carrollwood Properties, Inc., and any assignee of Developer's right and powers hereunder.

ARTICLE II

Property Subject to This Declaration; Merger

Section One. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and used subject to this Declaration is located in the County of Hillsborough, State of Florida, and is described by a metes and bounds description attached hereto as Exhibit "A". From time to time, portions of the Property have been, and will be, the subject of one or more recorded subdivision plats.

Plats presently of record are: CARROLLWOOD VILLAGE PHASE TWO VILLAGE ONE recorded in Plat Book 48, page 67; CARROLLWOOD VILLAGE, PHASE TWO, VILLAGE III, UNIT A recorded in Plat Book 48, page 98, and

OFF. REC. 3514 PG 1950
OFF. REC. 3428 PG 1983

CARROLLWOOD VILLAGE, PHASE TWO, VILLAGE III, UNIT I recorded in Plat Book 48, page 99, all of the Public Records of Hillsborough County, Florida.

Section Two. In addition to this Master Declaration, and any amendments thereto, Developer intends to file a specific declaration of restrictions and easements for each plat, for the purpose of imposing use restrictions on such areas. Such restrictions will vary as plats are filed, in accordance with the Developer's plan for the specific area platted, and the location and topography of the area. To the extent that lands so platted are subjected to such specific restrictions, such lands shall be subject to the provisions of both this Master Declaration and the restrictions pertaining to the subdivision, and the Association shall have the duty and power to enforce same.

Specific Declarations presently of record are: DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS AND SERVITUDES FOR CARROLLWOOD VILLAGE, PHASE II, VILLAGE I recorded in Official Records Book 3342 at page 293, together with AFFIDAVIT pertaining to same recorded in Official Records Book 3373 at page 495; DECLARATION OF RESTRICTIONS AND EASEMENTS FOR CARROLLWOOD VILLAGE, PHASE II, VILLAGE III recorded in Official Records Book 3385 at page 267 of the Public Records.

The foregoing specific Declarations are ratified, adopted, and confirmed by Developer for all purposes. Without limitation, nothing contained in this Master Declaration is intended to alter, diminish, impair or discharge any of the existing provisions of any such specific Declaration.

Section Three. Mergers. Upon a merger or consolidation of the Association with any other homeowners' association, its properties, rights and obligations may be transferred to the surviving or consolidated homeowners' association, or alternatively, the properties, rights and obligations of another homeowners' association may be added to the properties, rights and obligations

OFF. REC. 3514 PG 1951

OFF. REC. 3428 PG 1984

of the Association. The surviving or consolidated homeowners' association shall administer the covenants and restrictions established by this Declaration within the Community together with the covenants and restrictions established upon any other properties. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Master Declaration or any specific Declaration recorded pursuant to the provisions of Section Two of this Article.

ARTICLE III

Homeowners' Association

Section One. Membership

1. Every person or entity who is the Owner of any Lot or Acreage or who is purchasing one or more Lots or parcels of Acreage under a recorded contract or purchase agreement within the Community, shall be a Member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations, and this Declaration, and each Member shall make timely payment of all Association assessments duly levied hereunder. The foregoing is not intended to include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. It is the intent of the foregoing that as to a Lot or Acreage subject to a recorded contract of sale, that the vendee shall be the Owner for purposes of membership and not the vendor. Ownership, as defined above, of such Lot or Acreage shall be the sole qualification for membership. When any Lot or Acreage is owned of record by two or more persons or other legal entity are purchasing Acreage, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchase, all such persons or entities shall be members. The right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two hereinbelow. The Developer shall also be a Member of the Association.

2. During any period in which a Member shall be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights

and right to use any Community Properties or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any rules or regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such Member ten (10) days prior written notice by registered or certified mail specifying such alleged violation shall be made by a majority vote of the Board or the committee thereof, and such action shall thereby be conclusive.

3. No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the Annual Assessments and Special Assessments levied upon each Member's real property as specified in this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section Two. Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of a Lot or Acreage. When two or more persons hold an interest (other than leasehold or security interest) in any Lot or Acreage, all such persons shall be Members. The vote for such Lot or Acreage shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in said property and in no event shall more than the number of votes hereinafter designated be cast with respect to any Lot or Acreage. There shall be two classes with respect to voting rights:

1. Class A Lots and Acreage shall be all Lots and Acreage except Class B Lots and Acreage as the same are hereinafter defined. The voting rights appurtenant to the Class A Lots and Acreage shall be as follows:

- (a) Single Family Detached. Owners of Class A Lots designated on the Master Plan for single family detached homes shall be

entitled to one (1) vote for each Lot owned.

Owners of Acreage designated on the Master Plan for use for single family detached homes shall be entitled to 1-1/2 votes per acre.

- (b) Patio and Cluster Homes. The Owners of Class A Lots designated on the Master Plan for patio and cluster homes shall be entitled to 3/4ths vote for each Lot owned.

Owners of Acreage designated on the Master Plan for use for patio and cluster homes shall be entitled to 2-1/2 votes per acre.

- (c) Multi-Family. The Owner of a multi-family rental building shall, after the completion of two or more units, be entitled to 1/2 of one vote for each completed unit therein. To qualify as completed, the unit must be occupied, available for immediate occupancy or temporarily unavailable for occupancy on account of repairs, maintenance work or restoration.

The Owner of a parcel of Acreage designated on the Master Plan for the development of multi-family buildings (whether rental or condominium) shall be entitled to four (4) votes per acre until such parcel or any part thereof is improved by a multi-family building. Owners of completed condominium parcels shall be entitled to 3/4ths of one vote.

- (d) Commercial. The Owner of Property (whether improved or not) designated on the Master Plan for non-residential use (except for non-residential property exempt from assessments as elsewhere provided herein) shall be entitled to four (4) votes per acre.

2. Class B Lots and Acreage shall be all Lots and Acreage owned by Developer which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots and Acreage shall be as follows:

OFF. 3428 PG 1987

OFF. 3514 PG 1954
REC.

- (a) Single Family Detached. Developer shall be entitled to four (4) votes for each Class B Lot designated on the Master Plan for single family detached homes.
- (b) Patio and Cluster Homes. Developer shall be entitled to three (3) votes for each Class B Lot designated on the Master Plan for patio and cluster homes.
- (c) Multi-Family. Developer shall be entitled to two (2) votes for each completed rental unit (as elsewhere defined herein) within a multi-family rental building located on any Class B Acreage designated on the Master Plan for multi-family building(s) and three (3) votes for each completed Condominium Parcel, if any.
- (d) Commercial. Developer shall be entitled to sixteen (16) votes per acre for each Class B acre designated on the Master Plan for non-residential use.
- (e) Class B Acreage. The sums of the votes determined as follows shall constitute the total number of votes which Developer shall be entitled in connection with Class B acreage, other than as provided in (d) above: three (3) votes per acre for each acre of Class B Acreage designated for use for single family detached homes; five (5) votes per acre for each acre of Class B Acreage designated for use for patio and cluster homes, and sixteen (16) votes per acre for each acre of Class B Acreage designated for use for multi-family building(s).
3. The Class B Lots or Acreage shall become Class A Lots or Acreage on the happening of either of the following events, whichever first occurs:
- (a) When the total number of votes appurtenant to the Class A Lots and Acreage equals the total number of votes appurtenant to the

REC: 3428 PG 1988

REC: 3514 PG 1955

Class B Lots and Acreage; or

(b) Ten (10) years from the execution of this Declaration; or

(c) In the event Developer voluntarily elects to convert all

Class B Lots and Acreage to Class A Lots and Acreage.

Section Three. Delinquent Members. Any Member who is delinquent in the payment of any charges or assessments duly levied by the Association against a Lot or Acreage owned by such Member shall not be entitled to vote until all such charges or assessments, together with reasonable attorneys fees, interest and costs have been paid.

Section Four. Method of Voting. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Members of each class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

ARTICLE IV

Annual and Special Assessments

Section One. Creation of the Lien and Personal Obligation for Assessments. In order to carry out the purposes herein stated, the Association, by action of its Board of Directors, and without approval of the Members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against all real property within the Community except for Property exempted from assessment by this Declaration. Subject to the exemptions and limitations herein set forth each Owner of any real property within the Community by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments for Capital Improvements (such assessments to be fixed, established and collected from time to time after said date as hereinafter provided); and

OFF. REC. 3428 PG 1989

OFF. REC. 3514 PG 1956

(5) Special Assessments of an emergency nature as needed for purposes other than Capital Improvements. The Annual and Special Assessments together with interest thereon, and costs of collection thereof, including attorneys' fees, shall constitute a lien upon the property against which each such assessment is levied and shall run with the land, and shall take priority from the date a Notice of Lien for Delinquent Assessments is filed in the public records of Hillsborough County, subject however, to the rights of mortgagees hereinafter set forth. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Capital Improvements, as hereinbefore mentioned, shall mean improvements to real property and shall not be deemed to refer to equipment used in maintenance.

Section Two. Purpose of Assessments. The Assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping and beautification of the Community Properties, and such public lands as may be designated for beautification by the Developer or the Association. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the Community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Community Properties, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Community Properties; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

OFF. REC. 3428 PC 1990

OFF. REC. 3514 PC 1957

Section Three. Exemptions from Assessments; Deficit Funding by

Developer. The assessments, charges and liens created under this Article IV shall not apply to the Community Properties, to Class B Lots, or to Class B Acreage. Any Lot or Acreage which Developer may hereafter designate for common use, as part of the Community Properties or otherwise, shall be exempt from the assessments and charges created herein. In addition, all Property dedicated to and accepted by a local public authority, all Property owned or used by a utility company or public body and all property owned by a charitable or non-profit organization, shall likewise be exempt therefrom. Developer will fund any out-of-pocket operating deficit of the Association (not including replacement reserves) until such time as voting control of the Association passes to Class A voters.

Section Four. Annual Assessments.

1. Until December 31, 1978, the Annual Assessment shall be One Hundred Sixty-Five Dollars (\$165.00) per Class A Lot designated for use on the Master Plan as a Lot on which a single family detached home may be constructed. The Annual Assessment for other Class A Lots and Class A Acreage shall be determined in the manner set forth in Section Six of this Article.
2. From and after January 1, 1979, the Annual Assessment shall automatically be adjusted without the necessity of vote of the Board or membership, proportionate to the rise or decline, if any, in the Consumer Price Index for all Urban Consumers, All Items, published by the U. S. Department of Labor, Bureau of Labor Statistics for the Tampa, Florida area. The reference base shall be 1967 = 100 and the initial base from which adjustment of future assessments shall be computed shall be the index figure published by the Department of Labor for the month of January 1, 1978, and thereafter adjustment shall be computed on the basis of the latest index figure for the month of November of the year preceding the year for which the assessment is to be made. If the publication of the Consumer Price Index is discontinued, the Association shall use comparable statistics on the cost of living in Tampa as

OFF. REC. 3428 PG 1991

OFF. REC. 3514 PG 1958

computed and published by an agency of the United States or by a financial periodical of recognized authority then to be selected by the Association's Board.

3. Commencing with the assessment for the year 1979, the Annual Assessment for the prior year as adjusted by the provisions of paragraph 2 above, may be further adjusted by the Association's Board to an amount which will be sufficient, in the judgment of the Board to provide the funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however, in no event shall the Annual Assessment as adjusted by the Board exceed one hundred and twenty-five percent (125%) of the amount of the Annual Assessment for the immediately preceding calendar year as adjusted in accordance with the provisions of paragraph 2, without the assenting vote of two-thirds (2/3rds) of the total votes of each class of membership.

Section Five. Special Assessments. In addition to the Annual Assessment authorized above, the Association, through its Board of Directors, may levy in any assessment year, a Special Assessment or Assessments, provided that any such Assessment shall be approved by no less than 2/3rds of the total votes of each class of membership.

Section Six. Assessment Rate. Subject to the maximums set forth above, Annual Assessments shall be determined by the Board prior to January 1st of each year for all assessable Property, by first determining the sum to be assessed to each single family detached home Class A Lot and making adjustments for other types of Property as follows:

1. Single Family - Detached. Each Class A Lot designated on the Master Plan as a Lot on which a single family detached home is or may be constructed, shall be assessed 100% of the sum assessed to each single family detached home Class A Lot.

Each acre of Class A Acreage designated on the Master plan for single family detached home use shall be assessed at 150% of the sum assessed for a single family detached home Class A Lot.

2. Patio and Cluster Homes. Each Class A Lot designated on the Master Plan as a Lot on which a patio or cluster home is or may be constructed shall be assessed at the rate of 75% of the sum assessed for a single family detached home Class A Lot.

Each acre of Class A Acreage designated on the Master plan for patio or cluster homes shall be assessed at 250% of the sum assessed for a single family detached home Class A Lot.

3. Multi-Family. Each Class A acre designated on the Master Plan for multi-family apartment building(s) use (whether rental or condominium) shall, until the completion of two or more dwelling units thereon, be assessed at 400% of the sum assessed for a single family detached home Class A Lot. A dwelling unit within a multi-family apartment building must be occupied or available for immediate occupancy or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. Upon the completion of two or more dwelling units within any multi-family apartment building(s) on multi-family acreage, each unit therein shall be assessed at the rate of 50% of the sum assessed to a Class A single family detached home Class A Lot, if a rental, and 75% of such sum if a condominium.

4. Commercial. Each Class A acre designated on the Master Plan for non-residential use (except for non-residential property exempt from assessment as elsewhere provided for herein) shall be assessed at the rate of 400% of the sum assessed to a single family detached home Class A lot.

Section Seven. Notice and Quorum For Any Action Authorized Under Sections Five and Six. Written notice of the date, time, place and purpose of any meeting of the Members of the Association called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another

OFF. REC. 3428 PG 1993

OFF. REC. 3514 PG 1960

meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

Notice requirements for meetings of the Board of Directors shall be as follows: written notice of the date, time and place of any meeting shall be given by mail not less than seven (7) days prior to any meeting, provided however, any Director may waive notice as provided in the By-Laws.

Section Eight. Date of Commencement of Annual Assessment; Due Dates; Certificate of Payment. The Annual Assessment provided for herein has commenced as to all assessable real property in the Community as of March 1, 1978. The first Annual Assessment shall be prorated to provide for a ten (10) month budget. Prior to January 1 of each year, the Board of Directors shall determine the amount of money which will be needed by the Association in carrying out its stated purposes and functions for the ensuing calendar year, and shall assess said sum against assessable property in accordance with the provisions hereof. In the event the Board elects not to reassess, the Annual Assessment for the prior year shall continue for the ensuing year. Written notice of all Annual or Special Assessments shall be sent to every Owner.

Annual Assessments shall be payable at the office of the Association in full annually in advance on or before January 20th of the year for which the assessment is levied.

Special Assessments shall be payable in the manner and at the time or times specified in the assessment notice.

The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Acreage have been paid to date.

Section Nine. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at ten percent (10%) per annum.

REC. 3428 PG 1994

OFF. REC. 3514 PG 1961

The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same, and in any event shall file in the public records a Notice of Lien for Delinquent Assessments and may foreclose the lien against the real property to which the assessment relates. Such liens shall run with the land and bind subsequent owners with or without actual notice, except for mortgagees as provided in Section Ten of this Article. Interest, costs and reasonable attorneys' fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of his Lot or Acreage.

Section Ten. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer but not the personal liability of the prior Owner. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

Property Rights in the Community Properties

Section One. Members' Easements of Enjoyment. Subject to the provisions of Section Three below, every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Community Properties, including the right to drain surface waters onto same, and such easement shall be appurtenant to and shall pass with the title to every Lot or Acreage parcel situated within the Community.

Section Two. Title to Community Properties. The Developer may retain the legal title to the Community Properties until such time as it has completed such improvements thereon as Developer in its sole discretion shall

determine, and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time title thereto shall be conveyed to the Association.

Section Three. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the use of Community Properties to Members, their families, guests and lessees.
2. The right of the Association to suspend the voting and easement of enjoyment of an Owner for any period during which any assessment against his Lot or Acreage remains unpaid, or for any infraction of the Association's published rules and regulations.
3. The right of the Association to dedicate or transfer all or any part of the Community Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3rds) of the total votes appurtenant to all Class A property and all Class B property, respectively, agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association or Developer from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Community Properties without the assent of the membership, and Developer hereby specifically reserves the right to grant such easements.
4. The Developer shall have the right to impose covenants and restrictions upon, and grant and reserve easements with respect to, as well as amendments and modifications thereof with regard to, any and all Community Properties, in addition to those set forth in this Declaration, at or prior to the time of conveyance of such Community Properties to the Association, so long as all such covenants, restrictions, and easements or any combination, are not inconsistent with the Master Plan. The Association shall take title to all Community Properties subject to all such covenants, restrictions and easements, whereupon all of the same shall be incorporated by reference, and made

a part of this Declaration. Prior to such conveyance, neither the Association nor any Member other than the Developer, will have any right, title or interest, legal or equitable, in and to any Community Properties. Without limitation, neither the Association, nor any Member will be entitled to use any such Community Properties or in any manner interfere with any use, whether temporary, recurring, or permanent, made or authorized by the Developer or by any person or entity to whom Developer may grant an easement with respect thereto.

Section Four. Extension of Rights and Benefits. Every Member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article to the members of his family residing with him, his guests, invitees and lessees.

ARTICLE VI

Amendments

Section One. This Declaration may be amended from time to time by the affirmative vote of Members entitled to cast 2/3rds of the total vote of the entire membership of the Association. Amendments may be proposed either by the Board of Directors or by Members of the Association entitled to vote 5% of the total vote of the Association. Notice of any proposed amendment shall be included in the notice of the Members meeting at which the proposed amendment is to be considered. No change to this Declaration shall be effective, however, without the written joinder therein or consent thereto (not to be unreasonably withheld) by Levitt Land Incorporated or its corporate successor, so long as Levitt Land Incorporated owns lands affected hereby.

Further, no change to this Declaration shall be effective, however, without the written joinder therein or consent thereto (not to be unreasonably withheld) by Levitt Land Incorporated or its corporate successor, so long as Levitt Land Incorporated owns lands affected hereby.

Further, no change to this Declaration shall be effective, however, without the written joinder therein or consent thereto (not to be unreasonably withheld) by U.S. Home Corporation or its corporate successor, so long as U.S. Home Corporation owns lands affected hereby.

The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under

OFF. REC. 3428 PG 1997

OFF. REC. 3514 PG 1964

Developer for a term of 30 years from the date this Declaration was recorded after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years each until an instrument signed by the then Owners of Lots or Acreage entitled to cast 2/3rds of the total vote of all Association Members has been recorded, agreeing to change said covenants and restrictions in whole or in part.

IN WITNESS WHEREOF, the said CARROLLWOOD PROPERTIES, INC., has caused this Declaration of Covenants, Conditions and Restrictions to be executed by its Vice-President and its corporate seal to be hereunto affixed this 12th day of Oct, A. D. 1978.

Signature Witnessed By:

James I. Mung

CARROLLWOOD PROPERTIES, INC.

By: Stephen W. Boynton
Vice-President

Carol Schwartz
As to both

By: Jay B. Moore
Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of October, A. D. 1978 by Stephen W. Boynton, Vice President, and JAY B. MOORE, as Secretary of CARROLLWOOD PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1981

Kathleen S. King
Notary Public - State of Florida
at Large

OFF. REC. 3428 PG 1998
JOINDER IN DECLARATION

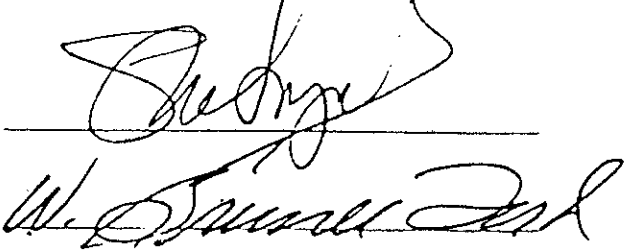
OFF. REC. 3514 PG 1965

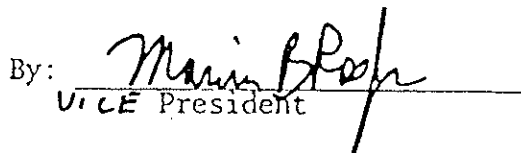
The undersigned, LEVITT LAND INCORPORATED, a Delaware corporation, hereby consents to and joins in the execution of the foregoing "Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II" to which this Joinder is attached for the purpose of subjecting that portion of the property described therein owned by it to the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent Joinder this 12th day of October, 1978.

Signature Witnessed By:

LEVITT LAND INCORPORATED


W. Samuel

By: 
VICE President

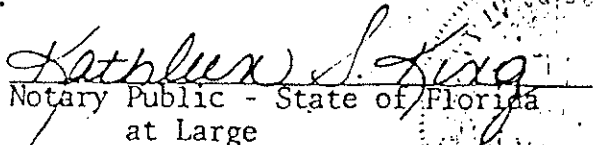
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of October, 1978, by Marvin B. Rose, Jr. ~~xxxx~~
~~xx~~ the Vice President
~~and xxxxxxxxx Secretary~~ of Levitt Land Incorporated, a Delaware corporation, on behalf of the corporation.

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 30, 1981


Notary Public - State of Florida
at Large

(SEAL)



CARROLLWOOD VILLAGE

PHASE TWO

OFF. REC. 3428 PG 1999

OFF. REC. 3514 PG 1966

DESCRIPTION: Commence at the Southeast corner of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida and run South $89^{\circ}41'15''$ West, a distance of 30.00 feet to the West right of way line of Casey Road and the POINT OF BEGINNING; run thence North $00^{\circ}15'21''$ West, along said West right of way line a distance of 2,656.19 feet; run thence North $00^{\circ}15'10''$ West, along said right of way line, 1057.46 feet; run thence South $53^{\circ}35'00''$ West, 322.85 feet; thence South $73^{\circ}20'00''$ West, 210.00 feet; thence South $59^{\circ}15'00''$ West, 793.53 feet to the Easterly right of way line of South Village Drive, said right of way line being a curve concave to the Southeasterly, said curve having a radius of 960.00 feet, chord of 927.85 feet and chord bearing North $12^{\circ}48'53''$ East; run thence Northeasterly along the arc of said curve and said right of way line, through a central angle of $57^{\circ}47'48''$, a distance of 968.39 feet to the end of said curve; run thence North $41^{\circ}42'47''$ East along said right of way line, 905.00 feet to the beginning of a curve concave to the Southeasterly, said curve having a radius of 25.00 feet, chord of 35.36 feet and chord bearing North $86^{\circ}42'47''$ East; run thence Northeasterly along the arc of said curve and said right of way line, through a central angle of $90^{\circ}00'00''$, a distance of 39.27 feet to the end of said curve and to the Southwesterly right of way line of North Village Drive (a proposed road); run thence North $41^{\circ}42'47''$ East, 80.00 feet to the Northeasterly right of way line of said North Village Drive; said point also being the Southeasterly right of way line of South Village Drive; run thence North $48^{\circ}17'13''$ West, along said right of way line of South Village Drive, 1.06 feet to the beginning of a curve concave to the Northeasterly, said curve having a radius of 25.00 feet, chord of 34.51 feet and chord bearing North $04^{\circ}38'12''$ West; run thence Northwesterly along the arc of said curve and said right of way line, through a central angle of $87^{\circ}17'59''$, a distance of 38.09 feet to the end of said curve and the beginning of a curve concave to the Northwesterly, said curve having a radius of 930.00 feet, chord of 622.65 feet and chord bearing North $19^{\circ}27'18''$ East; run thence Northeasterly along the arc of said curve and said right of way line, through a central angle of $39^{\circ}06'56''$, a distance of 634.91 feet to the end of said curve; run thence North $00^{\circ}06'10''$ West, along said right of way line, a distance of 205.00 feet to the North boundary of said Section 5; run thence south $89^{\circ}53'46''$ West, along said North boundary, a distance of 90.00 feet; run thence South $00^{\circ}06'10''$ East, 135.00 feet to a point on the Easterly boundary of CARROLLWOOD VILLAGE, PHASE TWO, VILLAGE THREE, UNIT ONE, according to the plat thereof recorded in Plat Book 48, Page 98 of the public records of Hillsborough County, Florida; said point lying in a curve concave to the Southwesterly, said curve having a radius of 35.00 feet, chord of 49.50 feet and chord bearing North $45^{\circ}06'10''$ West; run thence Northwesterly along the arc of said curve and said boundary of said VILLAGE THREE, through a central angle of $90^{\circ}00'00''$, a distance of 54.98 feet to the end of said curve and the North boundary of said VILLAGE THREE; run thence South $89^{\circ}53'50''$ West, along the North boundary of said VILLAGE THREE, a distance of 1992.00 feet to the Northwest corner of said VILLAGE THREE; thence continue South $89^{\circ}53'50''$ West, 369.81 feet to the Westerly boundary of PHASE TWO of CARROLLWOOD VILLAGE; run thence Southerly, along said Westerly boundary of PHASE TWO the following courses and distances:
 South $14^{\circ}54'14''$ West, 188.51 feet; South $00^{\circ}29'01''$ East, 195.24 feet; thence South $07^{\circ}22'00''$ West, 264.93 feet; South $02^{\circ}32'06''$ West, 93.31 feet; thence South $23^{\circ}07'28''$ West, 227.57 feet; South $07^{\circ}26'46''$ East, 317.56 feet; thence South $08^{\circ}57'00''$ West, 562.45 feet; South $29^{\circ}27'28''$ West, 1007.40 feet; thence South $62^{\circ}24'17''$ West, 276.91 feet; South $48^{\circ}35'09''$ West, 245.64 feet; thence South $36^{\circ}21'40''$ West, 373.25 feet; South $13^{\circ}11'26''$ West, 201.19 feet; thence

OFF. REC. 3428 PG 2000

OFF. REC. 3514 PG 1967

South 23°09'27" West, 177.73 feet; thence South 44°31'53" West, 257.08 feet; thence South 01°17'24" West, 612.70 feet; thence South 23°06'32" East, 174.16 feet; thence South 34°15'03" West, 469.91 feet; thence South 52°26'41" West, 762.31 feet, more or less, to the South boundary of said Section 5; run thence North 89°38'42" East, along said South boundary of Section 5, a distance of 1534.22 feet, more or less, to the Southwest corner of the Hillsborough County Wastewater Treatment Plant site; run thence North 12°15'50" East, along the Westerly boundary of said Plant site, a distance of 1419.67 feet to the South right of way line of West Village Drive (a proposed road), said right of way line being a curve concave to the Northeasterly; run thence Southeasterly along said right of way line and the arc of said curve, said curve having a radius of 2510.00 feet, chord of 568.84 feet and chord bearing South 83°47'49" East, through a central angle of 13°00'46", a distance of 570.06 feet to the end of said curve; run thence North 89°41'48" East, along said right of way line, a distance of 639.66 feet; run thence South 32°04'24" East, along the Easterly boundary of the Hillsborough County Wastewater Treatment Plant site, a distance of 1358.66 feet; run thence South 00°33'39" East, along the East boundary of said Plant site, a distance of 165.10 feet to the South boundary of Section 5; run thence North 89°41'15" East, 1259.49 feet to the West right of way line of Casey Road and the POINT OF BEGINNING;

LESS AND EXCEPT a tract described as follows:

From the Southeast corner of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida run South 89°41'15" West along the South boundary of said Section 5, a distance of 559.07 feet; run thence North 00°18'12" West, 170.09 feet to the Southeast corner of the Hillsborough County Water Treatment Plant site and the POINT OF BEGINNING; continue thence North 00°18'12" West, 265.55 feet to a point on a curve concave to the Northeast; said curve having a radius of 1813.99 feet and chord bearing North 64°11'01" West; run thence along the arc of said curve, 294.23 feet, through a central angle of 09°17'36" to a point of reverse curve; said curve being concave to the Southeast and having a radius of 25.00 feet and a chord bearing South 76°19'12" West; run thence along the arc of said curve, 38.52 feet, through a central angle of 88°17'10"; run thence South 32°10'37" West, 202.61 feet to the beginning of a curve concave to the Southeast, said curve having a radius of 1078.00 feet and a chord bearing South 25°46'26" West; run thence along the arc of said curve, 240.95 feet, through a central angle of 12°48'23"; run thence North 89°41'48" East, 512.27 feet to the POINT OF BEGINNING;

Said Phase Two containing a net area of 347.123, acres, more or less.

Prepared by:

W. Bruner Ford, P.L.S.
 September 29, 1978

OCT 13 12 09 PM '78
 CLERK CIRCUIT COURT
 HILLSBOROUGH COUNTY, FLA.

RECEIVED

453587