CARROLLWOOD VILLAGE PHASE III

HOMEOWNERS ASSOCIATION DOCUMENTS



Bepartment of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, filed on October 16, 1980, as shown by the records of this office.

The charter number of this corporation is 753458.

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

16th bay of October, 1980.

George Firestone Secretary of State Pursuant to the provisions of Article XIII of the Articles of Incorporation of Carrollwood Village Phase III Homeowners Association, Inc., a Florida not for profit corporation (the "Association"), and Section 617.02, Florida Statutes, the undersigned corporation, by and through its duly authorized officers, hereby adopts the following Articles of Amendment to its Articles of Incorporation.

- l. Article VI, Paragraph 3 of the Articles of Incorporation is amended to read as follows:
 - 3. Termination of Class B. From time to time Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of the Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earlier:
 - (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
 - (ii) On December 31, 1990, or
 - (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant to the Properties pursuant to the terms of the Declaration, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurence (ii) or (iii) above shall have taken place.

2. The Articles of Incorporation are amended to include the following Article as Article XVI:

ARTICLE XVI

FHA/VA APPROVAL

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

- 3. The foregoing amendments to the Articles of Incorporation have been made pursuant to the written consent of members holding at least sixty-five percent (65%) of the total votes able to be cast at any regular or special meeting of the membership when called and convened. Such written consent was obtained October 14, 1980.
- 4. Except as herein specifically amended, the Articles of Incorporation shall remain unchanged, and continue in full force and effect.

IN WITNESS WHEREOF, the undersig executed these Articles of Amendment as of the 14^{M} day of October, 1980.	ned duly authorized officers have to the Articles of Incorporation
Signed, sealed and delivered in the presence of:	CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC.
Francis Flestican	By Mesiden Com
Cynthea & Signal	Attest: Secretary
	(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF- Similar)
of

Notary Public, State of Florida at Large

My commission expires: [111] .35 [18]

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at One Countryside Office Park, Suite 300, Clearwater, Florida 33515, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

- $\underline{\text{Section 1.}}$ "Association" shall mean and refer to Carrollwood $\overline{\text{Village Phase III Homeowners Association, Inc., its successors and assigns.$
- Section 2. "Properties" shall mean and refer to that certain real property as described in the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3. "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase III applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, Hillsborough County, Florida.
- Section 4. "Common Area" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.
- Section 6. "Unit" shall mean and refer to a condominium parcel as that term is defined in Chapter 718, Florida Statutes (1979), pursuant to a recorded declaration of condominium.
- Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Unit or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include U.S. Home Corporation.
- Section 8. "Declarant" shall mean and refer to U.S. Home Corporation, a Delaware corporation, qualified to do business in Florida, its successors and assigns, as provided in the Declaration.
- Section 9. "Parcel" shall mean and refer to any part of the Properties other than Common Area, Lots, Units, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat is filed of record or for which a declaration of condominium is filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 10. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

 $\frac{\text{Section 11}}{\text{the same meaning when used herein.}}$

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the second calendar quarter of each year on the date and at such time and place as the Board of Directors shall designate.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

- (a) Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of Article VI of the Declaration shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice, postage prepaid, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice or by delivering the same to the member personally.
- . (b) Notice of all other meetings shall be given at least fifteen (15) days in advance to each member, either by mailing a copy of such notice, postage prepaid, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the member personally.
- (c) Delivery of notice pursuant to subsection (a) or (b) to any co-owner of a Lot, Unit or Parcel shall be effective upon all such co-owners of such Lot, Unit or Parcel, unless a co-owner has requested the Secretary in writing that notice by given such co-owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence at a meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Action undertaken at a meeting at which a quorum was established shall constitute valid acts of the membership even though during such meeting less than a quorum shall have been present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot, Unit or Parcel.

Section 6. Majority Vote. The acts approved by a majority of the votes cast, either in person or by proxy, at a meeting at which a quorum is established shall constitute the acts of the members, except when approval by a greater or different voting majority is required by the Declaration, the Articles of Incorporation or these By-Laws.

Section 7. Voting Members. If a Lot, Unit or Parcel is owned by one person, his right to vote shall be established by the record title to the Lot, Unit or Parcel. If a Lot, Unit or Parcel is owned by a corporation, the officer, agent or employee thereof entitled to cast the vote of the corporation therefor shall be designated in a certificate for this purpose signed by the president or a vice-president, and filed with the Secretary of the Association; provided, however, that with regard to any Lots, Units or Parcels owned by U.S. Home Corporation such certificate is sufficient if signed by any division president or division vice-president thereof. Except as hereafter provided with regard to a Lot, Unit or Parcel owned jointly by a husband and wife, if a Lot, Unit or Parcel is owned by more than one (1) person, the person entitled to cast the vote therefor shall be designated in a certificate signed by all of the record owners of the Lot, Unit or Parcel and filed with the Secretary. The person designated in a certificate pursuant to this Section who is entitled to cast the vote for a Lot, Unit or Parcel , as well as any sole owner of a Lot, Unit or Parcel, shall be known as the "voting member". Such certificates shall be valid until revoked. or until superseded by a subsequent certificate, or until a change in the ownership of the Lot, Unit or Parcel concerned. If a Lot, Unit or Parcel is owned jointly by a husband and wife, the following four (4) provisions are applicable thereto:

- a. They may, but they shall not be required to, designate a voting member.
- b. If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose the right to vote on that subject at that meeting.
- c. If they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote, just as though he or she owned the Lot, Unit or Parcel individually and without establishing the concurrence of the absent person.
- d. If either or both are present at a meeting, the Lot, Unit or Parcel shall be counted as present for the purpose of determining a quorum.

Section 8. Waiver of Notice. Any Owner may waive notice of any annual or special meeting of members by a writing signed either before, at or after such meeting. Attendance by an Owner, or his designated voting member, at a meeting shall also constitute a waiver of the time, place and purpose of the meeting.

Section 9. Determination of Membership. For the purpose of determining the person entitled to notice under any provision of these By-Laws, the Articles of Incorporation, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership shall be as shown on the books of the Association as of a date set by the Board of Directors, which date shall not be more than thirty (30) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the thirtieth (30th) consecutive calendar day prior to the date of such notice or of such meeting.

Section 10. Calculations. All determinations as to acreage calculations for voting or assessment purposes shall be made by the Secretary in good faith, based upon such information as is available to the Association. The Owner of any Parcel shall provide the Secretary with either a surveyor's or engineer's certification under seal of the acreage contained within such Parcel, unless the Board of Directors permits other evidence thereof. In the event the Owner of a Parcel or any other member shall dispute the acreage contained within a Parcel, it shall be incumbent upon such member to convincingly establish the actual acreage thereof.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall initially be managed by a Board of three (3) directors, who need not be members of the Association. The directors are hereby divided into three (3) classes: Class A, Class B, and Class C. Each class of directors will consist of, as nearly as practical, one-third (1/3) of the number of directors then constituting the whole Board of Directors.

Section 2. Term of Office. The term of office of the Class A director shall expire at the first annual meeting of the members. The term of office of the Class B director shall expire at the annual meeting one (1) year thereafter. The term of office of the Class C director shall expire at the annual meeting two (2) years thereafter. At each such election, and at all succeeding annual elections, the director elected shall be chosen for a term of three (3) years to succeed the one whose term expires. A director shall continue in office until his successor shall be elected and qualifies, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors, even though less than a quorum, and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more other persons. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election

to the Board of Directors as it shall in its discretion determine, but not less that the number of vacancies that are to be filled. Such nominations may be made from among the members or non-members.

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

ARTICLE VI

MEETING OF DIRECTORS

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

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

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

Section 4. Waiver of Notice. Notwithstanding any provision of these By-Laws as to notice, a director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a director shall also act as waiver of notice thereof.

Section 5. Adjourned Meetings. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Joinder of Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum and the action taken, and shall also constitute a waiver of notice as to such meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties; and
- (f) authorize the execution of any easement as provided in Article IV of the Articles of Incorporation, or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where member consent or approval is expressly required by the terms of the Declaration, the Articles of Incorporation or these By-laws.
- Section 2. Duties. It shall be the duty of the Board of Directors to:
- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
 - (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot, Unit or Parcel subject to assessment in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - (3) foreclose the lien against any Lot, Unit or Parcel for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any Owner, a certificate setting forth whether or not any assessment levied against such Owner's property has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- $\,$ (g) cause the Common Area and other land for which the Association is obligated for maintenance by the Declaration to be maintained; and
- (h) perform such other functions and duties as may be provided by the Declaration or the Articles of Incorporation and not expressly reserved to the members.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

Section 7. Multiple Offices. No person shall simultaneously hold the offices of President and Secretary, however a person may otherwise hold more than one office.

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Vice-President

(b) The Vice-President shall act in the \bar{p} lace and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring such seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the

Association together with their addresses, and shall exercise and discharge such other duties as required by the Board of Directors.

Treasurer

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

Section 9. Duties Fulfilled by Manager. The Secretary and Treasurer may either or both be assisted in their duties by a manager employed by the Association to the extent authorized by the Board of Directors. If such a manager is employed, the manager shall have custody of such books of the Association as it determines necessary or appropriate.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, and also a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as it deems appropriate in carrying out the purpose of the Association.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Unit or Parcel.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Carrollwood Village Phase III Homeowners Association, Inc.", "Florida", "not for profit" and "1980". An impression of the corporate seal appears in the

margin below. The Association may use such seal, a common seal, or any facsimile thereof.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be altered, amended or rescinded by a majority vote of the Board of Directors; provided, however, that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this ket day of ________, 1980.

Steven W. Hafener

I. A. Beauchamp, Jr.

STATE OF FLORIDA COUNTY OF PINGLES

The foregoing instrument was acknowledged before me this 16 day of odeba, 1980, by Helen I. Sarver.

Notary Public-State of Florida

My Commission Expires:

Andread is edited in Section of Vision Section (1998) 1888 Section (1998) 1889 Section

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17+L day of _______, 1980, by Steven W. Hafener.

Notary Public State of Florida

My Commission Expires:

History Poblic, Little of Florida at Large by the maintain Barlins May 1, 1983 Landing to the mean fire of Cassary Company

STATE OF FLORIDA COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17th day of October , 1980, by I. A. Beauchamp, Jr.

Dawn C. Rose Notary Public-State of Florida

My Commission Expires: april 3,1983

Matary Public, State of Florida at Large My Commission Expires April 3, 1983 Sended by American File & Generally, Communications

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Carrollwood Village Phase III Homeowners Association, Inc., a Florida not-for-profit corporation, and

of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the La day of October 1980.

MASTER DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR CARROLLWOOD VILLAGE, PHASE III

THIS DECLARATION, made on the date hereinafter set forth by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property in Hillsborough County, Florida, included within that more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "Carrollwood Village Phase III" on the Exhibit A land, and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW, THEREFORE, the Declarant, together with the parties described on the Joinders attached hereto, hereby declares that the real property described on attached Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Carroll-wood Village Phase III Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Unit or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include U.S. Home Corporation.

Section 3. "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III, and any amendments or modifications thereof hereafter made from time to time.

Section 4. "Properties" shall mean and refer to that certain real property described on attached Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 5. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The initial Common Area described on Exhibit B attached hereto and incorporated herein by reference shall be conveyed to the Association on or before one year from the date this Declaration is recorded.

This instrument prepared by and to be returned to:

NEC FIE

NOC SIP

NOC S

Randy J. Morell, Esq.
Sorota and Zschau, P.A.
2515 Countryside Blvd. - Suite A
Clearwater, Florida 33515

JAMES F. TAYLOR, JR.



Bepartment of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CARROLLWOOD VILLAGE PHASE III HOMEONWERS ASSOCIATION, INC. filed on July 23, 1980.

The Charter Number for this corporation is 753458.

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

23rd

day of July, 1980.

WE THE SECOND TO THE SECOND TO

CORP 104 Rev. 5-79

George Firestone

Secretary of State

ARTICLES OF INCORPORATION

JUL 23 12 20 PM '80

SECRETARY OF STATE

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being all residents of the State of Florida and of full age, hereby associate themselves together for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I

NAME

The name of this corporation is Carrollwood Village Phase III Homeowners Association, Inc., hereafter called the "Association".

ARTICLE II

OFFICE

The initial principal office of this Association shall be located at One Countryside Office Park, Suite 300, Clearwater, Florida 33515 which office may be changed from time to time by action of the Board of Directors.

ARTICLE III

REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association shall be One Countryside Office Park, Suite 300, Clearwater, Florida 33515. The name of the Association's initial registered agent at such address shall be: Southwest Management,

ARTICLE IV .

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit A attached hereto and made a part hereof by reference, herein called the "Properties", and any additions thereto as may hereafter be brought within the jurisdiction of this Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Common Area and certain other land within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase III now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein together called the "Declaration". The recording of a Supplement to the Declaration from time to time pursuant to Article VII of the Declaration for the purpose of adding additional land shall automatically, and without need of amendment to these Articles of Incorporation or approval or consent of the Association or its members, bring such additional land within the jurisdiction of the Association, and such additional land shall be included within the term "Properties". Any amendment to the Articles of Incorporation filed to reflect such additional land shall not require consent or approval of the members of the Association, but shall be executed by the President and Secretary of the Association.

References herein to the "Master Plan" shall mean and refer to the Master Development Plan for Carrollwood Village Phase III on file with and approved by the Hillsborough County Planning Commission, and as the same may be amended or modified from time to time. All terms defined in the Declaration shall have the same meaning when used herein, such Declaration being incorporated herein by reference. For the foregoing purposes, this Association is empowered to:

- (a) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;
- (c) acquire, either by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of this Association;
- (d) borrow money, and with the assent of twothirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell, or transfer in fee simple all or any part of this Association's property to any public bodies or governmental agencies or authorities, or public or private utility companies for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) vote of each class of members; provided, however, no such approval shall be required in order to convey property for use as a well site or pumping station, lift station, retention pond or such other incidental or related use.
- (f) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;
- (g) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;
- (h) annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of the Association to the real property thereby annexed;
- (i) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the

Declaration and with the provisions of these Articles of Incorporation;

- (j) contract for the maintenance and management of the Common Area, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration; and
- (k) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, <u>Florida Statutes</u> by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Unit or Parcel which is subject by the provisions of the Declaration to assessment by this Association, including contract sellers, shall be a member of this Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one (1) such Lot, Unit or Parcel shall be entitled to one (1) membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Unit or Parcel which is subject to the provisions of the Declaration, but shall be automatically transferred by the conveyance of that Lot, Unit or Parcel. U.S. Home Corporation, a Delaware corporation, herein called the "Declarant", shall be a member of the Association so long as it owns one (1) or more Lots, Units or Parcels.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships, and voting rights related thereto, are as follows:

- l. Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots, Units and Parcels shall be as follows:
- (a) $\underline{\text{Lots}}$. Owners of Class A Lots designated on the Master Plan for single-family detached or attached homes shall be entitled to one (1) vote for each Lot owned.
- (b) <u>Units</u>. The Owners of Class A Units shall be entitled to three-fourths (3/4) of one (1) vote for each Unit owned.
- (c) <u>Parcels</u>. The Owner of a Class A Parcel designated on the Master Plan for use for single-family detached homes shall be entitled to three and one-half (3 1/2) votes per acre. The Owner of a Class A Parcel designated on the Master Plan for use for patio

homes shall be entitled to five (5) votes per acre. If a Parcel designated on the Master Plan for patio homes is developed as Units or Lots, then, as provided in the Declaration, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to votes as provided in 1(a) or 1(b) above. If a Parcel designated on the Master Plan for patio homes is developed as rental apartments, upon commencement of construction of such improvements, the Owner thereof shall be entitled to vote as hereafter provided. The Owner of a Class A Parcel designated on the Master Plan for use for apartments shall be entitled to fifteen (15) votes per acre. If a Parcel designated for apartments is developed as Units or Lots, then, in accordance with the Declaration, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to vote as provided in 1(a) or 1(b) above. If a Parcel designated for apartments is developed as rental apartments, upon commencement of construction of such improvements, it shall be entitled to vote as hereafter provided. The Owner of a Class A Parcel designated for either patio homes or apartments on which construction of a rental apartments has commenced shall be entitled to three-fourths (3/4) of one (1) vote for each apartment unit to be contained within the building or buildings to be constructed on the Parcel, whether or not such apartment unit is then completed or occupied. In the event the use of any Class A Parcel shall differ from its use as designated on the Master Plan, such actual use shall determine the voting rights of the Owner thereof.

- 2. Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:
- (a) Lots. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.
- (b) Units. The Declarant shall be entitled to two and one-fourth (2 1/4) votes for each Class B Unit which it owns.
- (c) Parcels. The Declarant shall be entitled to ten and one-half $(10 \ \ \ \)$ votes per acre for each Class B Parcel designated on the Master Plan for single-family detached homes. The Declarant shall be entitled to fifteen (15) votes per acre for each Class B Parcel designated on the Master Plan for patio homes. The Declarant shall be entitled to forty-five (45) votes for each Class B Parcel designated on the Master Plan for apartments.
- 3. Termination of Class B. From time to time Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of the Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earlier:
- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
 - (ii) On December 31, 1994, or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant to the Properties pursuant to the terms of the Declaration, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurence (ii) or (iii) above shall have taken place.

- 4. Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre, and rounding to the nearest whole number. For example, if a Class A Parcel on the Master Plan for single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to eight-five (85) votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the By-laws.
- 5. Quorum. Except as otherwise expressly required by the Declaration, the presence at a meeting of members, either in person or by proxy, of those entitled to cast at least one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the By-Laws of this Association but shall never be less than three (3). The Directors shall be divided into three (3) classes: Class A, Class B, and Class C. The term of office for all Directors shall be three (3) years, except that the term of office of the initial Class A Director shall expire at the first annual meeting of the members, the term of office of the initial Class B Director shall expire at the annual meeting one (1) year thereafter, and the term of office of the initial Class C Director shall expire at the annual meeting two (2) years thereafter. The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify, unless they sooner shall die, resign, or are removed, are:

NAME

ADDRESS

CLASS A DIRECTOR

Helen I. Sarver

One Countryside Office Park Suite 300 Clearwater, Florida 33515

CLASS B DIRECTOR

Steven W. Hafener

12410 N. Dale Mabry Suite 3 Tampa, Florida 33624

CLASS C DIRECTOR

I. A. Beauchamp, Jr.

8019 N. Himes Suite 200 Tampa, Florida 33614

ARTICLE VIII

OFFICERS

The names and addresses of the officers of this Association who, subject to these Articles of Incorporation and the By-Laws of this Association and the laws of the State of Florida, shall hold office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of officers following the first annual members meeting, if earlier, and until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

NAME	OFFICE	ADDRESS
Helen I. Sarver	PRESIDENT	One Countryside Office Park Suite 300 Clearwater, Florida 33515
I.A. Beauchamp, Jr.	. VICE PRESIDENT	8019 N. Himes Suite 200 Tampa, Florida 33614
Everett Tucker	SECRETARY	8019 N. Himes Suite 200 Tampa, Florida 33614
Helen I. Sarver	TREASURER	One Countryside Office Park Suite 300 Clearwater, Florida 33515
Thereafter officer	e shall be elected	at the Board of Directors meeting

Thereafter, officers shall be elected at the Board of Directors meeting next following each annual meeting of members. Officers need not be members of the Association.

ARTICLE IX

SÚBSCRIBERS

The name and residence addresses of the subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
Randy J. Morell	2515 Countryside Boulevard Suite A Clearwater, Florida 33515
Julius J. Zschau	2515 Countryside Boulevard Suite A Clearwater, Florida 33515
Joseph J. Sorota, Jr.	2515 Countryside Boulevard Suite A Clearwater, Florida 33515

ARTICLE X

DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of each Class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE XI

DURATION

This Association shall exist perpetually.

ARTICLE XII

BY-LAWS

The By-Laws of this Association shall be initially adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded by a majority vote of the Board of Directors.

ARTICLE XIII

AMENDMENTS

These Articles may be amended either: (i) by the written consent of members holding at least sixty-five percent (65%) of the total votes able to be cast at any regular or special meeting of the membership duly called and convened; or (ii) with the approval of at least sixty-five percent (65%) of the total vote cast, in person or by proxy, at a regular or special member's meeting.

ARTICLE XIV

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of 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 Association, whether or not he is a Director or officer at the time such expenses are incurred.

ARTICLE XV

INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles of Incorporation and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 184 day of 344, 1980.

Randy J. Morell

Julius J. Zschap

Joseph J. Sorota, Jr.

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this 18.L day of July 1980, personally appeared Randy J. Morell, Julius J. Zschau, and Joseph J. Sorota, Jr., to me well known to be the persons described in and who signed the foregoing Articles of Incorporation and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT
LARGE

My Commission Expires: Motary Public, State of Time. Large My Commission Expires. My Commission Expire ATR C., 1984

EXHIBIT A

The following described land in Hillsborough County, Florida:

DESCRIPTION: Beginning at the Southeast corner of Section 6, Township 28 South, Range 18 East, Hillsborough County, Florida; thence run along the South boundary line of said Section 6, S.89°55'33"W., 144.80 feet; thence N.25°43'43"W., 910.69 feet; thence Northwesterly, 95.30 feet along the arc of a curve concave to the Northeast, having a radius of 350.00 feet and a chord bearing N.77°33'20"W., 95.00 feet; thence N.20°14'40"E., 60.00 feet; thence Northeasterly, 205.95 feet along the arc of a curve concave to the Northwest, having a radius of 290.00 feet and a chord bearing N.89°53'57"E., 201.65 feet; thence N.69°33'14"E., 213.46 feet; thence Northeasterly, 338.76 feet along the arc of a curve concave to the Northwest, having a radius of 270.00 feet; and a chord bearing N.33°36'38"E., 316.97 feet; thence Northeasterly, 552.52 feet along the arc of a curve concave to the Southeast, having a radius of 2,112.57 feet and a chord bearing N.05°09'36"E., 550.94 feet; thence N.12°39'09"E., 268.09 feet; thence Northwesterly, 35.63 feet along the arc of a curve concave to the Southwest, having a radius of 25.00 feet and a chord bearing N.28°10'37"W., 32.69 feet; thence N.20°59'36"E., 80.00 feet; thence Southeasterly, 115.89 feet along the arc of a curve concave to the Northeast, having a radius of 310.00 feet; and a chord bearing S.79°42'58"E., 115.21 feet; thence Southeasterly, 676.16 feet along the arc of a curve concave to the Southwest, having a radius of 1,440.00 feet, and a chord bearing S.76°50'26"E., 669.97 feet; thence S.63°31'19"E., 396.16 feet; thence Southeasterly, 28.48 feet along the arc of a curve concave to the Northeast having a radius of 2,560.00 feet and a chord bearing S.63°50'27"E., 28.48 feet; thence S.44° 31'53"W., 226.36 feet; thence S.01°17'24"W., 612.70 feet; thence S.23°06' 32"E., 174.16 feet; thence S.34°15'03"W., 469.91 feet; thence S.52°26'41"W. 762.31 feet; thence along the South boundary line of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida; S.89°38'42"W., 259.61 feet to the Point of Beginning , BEING THE SAME LAND which has been platted as Carrollwood Village XXI of Carrollwood Village Phase III, according to the plat thereof recorded in Plat Book 51, at page 44, Public Records of Hillsborough County, Florida

AND

DESCRIPTION: From the Southwest corner of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida; run thence N.89°38'42"E., 259.61 feet along the South boundary of said Section 5; thence N.52°26'41"E., 762.31 feet; thence N.34°15'03"E., 469.91 feet; thence N.23°06'32"W., 174.16 feet; thence N.01°17'24"E., 612.70 feet; thence N.44°31'53"E., 226.56 feet; to the Point of Beginning; thence Northwesterly, 28.48 feet along the arc of a curve concave to the Northeast and having a radius of 2,560.00 feet (chord bearing N.63°50'27"W., 28.48 feet); thence N.63°31'19"W., 396.16 feet; thence Northwesterly, 657.78 feet along the arc of a curve concave to the Southwest and having a radius of 1,440.00 feet (chord bearing N.76°36'29"W., 652.08 feet); thence Northeasterly, 38.16 feet along the arc of a curve concave to the Northwest and having a radius of 25.00 feet (chord bearing N.46°34'39"E., 34.56 feet); thence N.02°50'56"E., 376.44 feet; thence Northeasterly, 520.29 feet along the arc of a curve concave to the Southeast and having a radius of 380.00 feet (chord bearing N.42°04'22"E., 480.59 feet); thence Northeasterly, 963.16 feet along the arc of a curve concave to the Northwest and having a radius of 597.79 feet (chord bearing N.35°08'21"E., 862.31 feet); thence N.11°01'07"W., 202.73 feet; thence N.78°58'53"E., 80.00 feet; thence N.84°39'11"E., 217.71 feet; thence East, 446.78 feet; thence S.82°52'30"E., 176.42 feet; thence S.57°27'46"E., 567.40 feet; thence S.29°27'28"W., 846.39

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Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 7. "Unit" shall mean and refer to a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (1979), pursuant to a recorded declaration of condominium.

Section 8. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Units, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record or for which a declaration of condominium has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 9. "Apartment" shall mean and refer to a dwelling unit within a multi-family building under common ownership, the dwelling units of which are leased to their occupants. The term "apartment" shall not refer to Units.

Section 10. "Master Plan" shall mean and refer to the Master Development Plan for Carrollwood Village Phase III on file with and approved by the Hillsborough County Planning Commission, and as the same may be amended or modified from time to time.

Section 11. "Declarant" shall mean and refer to U.S. Home Corporation, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot, Unit or Parcel from U.S. Home Corporation, however, unless such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by U.S. Home Corporation as Declarant hereunder with regard thereto.

Section 12. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 13. "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 14. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 15. "FHA" shall mean and refer to the Federal Housing Administration.

Section 16. " $\underline{\mathrm{VA}}$ " shall mean and refer to the Veterans Administration.

Section 17. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be

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maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, to maintain the decorative entranceways to the Properties and landscaped medians of publicly dedicated arterial and collector streets (other than internal subdivision streets) within the Properties; to maintain and repair the exterior surface of certain walls bordering the publicly dedicated arterial and collector streets (other than internal subdivision streets) as hereafter described; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas, publicly dedicated arterial and collector streets (other than internal subdivision streets) within the Properties, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII which provides for additions to the Properties pursuant to the general plan of development as therein more particularly described. The Declarant shall not be obligated, however, to make any such additions.

Section 3. Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the publicly dedicated arterial and collector streets within the Properties (other than internal subdivision streets) or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Area or the Lots, Parcels or other land of Owners adjacent to such rights of way. Whether or not located on Common Area, the Association shall maintain and repair at its expense the exterior, street facing surface of such Boundary Walls, as well as the entirety of any Boundary Walls located upon Common Area. All other maintenance, repairs and replacement of Boundary Walls shall be the obligation of, and shall be undertaken by, the respective owners of land abutting the rights of way along which such Boundary Walls are constructed as to such portion thereof as actually abuts the land each owns, provided that if the abutting land is condominium property, the obligation shall be that of the condominium association for such condominium. The obligation of any such Owner shall not be affected by the fact that such Boundary Wall abutting his Lot is partially on his land, rather than completely.

Section 4. Easement for Maintenance. The Declarant hereby grants to the Association a non-exclusive perpetual easement as to all land adjacent to publicly dedicated arterial and collector streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge its duties of Boundary Wall maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 5. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, or reconstructed.

Section 6. Retention Ponds. The banks of all retention ponds, if any, within the Common Area shall initially be seeded and mulched by the Declarant prior to the conveyance of such Common Area to the Association. Any reseeding required thereafter shall be the obligation of the Association.

Section 7. Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common

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Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, Unit or Parcel, subject to the following provisions:

- (a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;
- (b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;
- (c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot, Unit or Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;
- (e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and
- (f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.
- Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot, Unit or Parcel.
- Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior approval of the Board of Directors.
- Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This Section, however, shall not apply to the Declarant.
- Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.
- Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 7. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, Unit or Parcel which is subject to assessment 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. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot, Unit or Parcel shall be entitled to one membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel. The Declarant shall also be a member so long as it owns one or more Lots, Units or Parcels.

Section 2. The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships, and voting rights related thereto, are as follows:

- l. Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots, Units and Parcels shall be as follows:
- (a) <u>Lots</u>. Owners of Class A Lots designated on the Master Plan for <u>single-family</u> detached or attached homes shall be entitled to one (1) vote for each Lot owned.
- (b) Units. The Owners of Class A Units shall be entitled to three-fourths (3/4) of one (1) vote for each Unit owned.
- (c) Parcels. The Owner of a Class A Parcel designated on the Master Plan for use for single-family detached homes shall be entitled to three and one-half (3½) votes per acre. The Owner of a Class A Parcel designated on the Master Plan for use for patio homes shall be entitled to five (5) votes per acre. If a Parcel designated on the Master Plan for patio homes is developed as Units or Lots, then in accordance with Article I, Section 8 hereof, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to votes as provided in 1(a) or 1(b) above. If a Parcel designated on the Master Plan for patio homes is developed as rental apartments, upon commencement of construction of such improvements, the Owner thereof shall be entitled to vote as hereafter provided. The Owner of a Class A Parcel designated on the Master Plan for use for apartments shall be entitled to fifteen (15) votes per acre. If a Parcel

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designated for apartments is developed as Units or Lots, then in accordance with Article I, Section 8 hereof, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to vote as provided in 1(a) or 1(b) above. If a Parcel designated for apartments is developed as rental apartments, upon commencement of construction of such improvements, it shall be entitled to vote as hereafter provided. The Owner of a Class A Parcel designated for either patio homes or apartments on which construction of rental apartments has commenced shall be entitled to three-fourths (3/4) of one (1) vote for each apartment unit to be contained within the building or buildings to be constructed on the Parcel, whether or not such apartment unit is then completed or occupied. In the event the use of any Class A Parcel as developed shall differ from its use as designated on the Master Plan, such actual use shall determine the voting rights of the Owner thereof.

- 2. Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:
- (a) Lots. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.
- (b) Units. The Declarant shall be entitled to two and one-fourth $(2 \ 1/4)$ votes for each Class B Unit which it owns.
- (c) <u>Parcels</u>. The Declarant shall be entitled to ten and one-half $(10\frac{1}{2})$ votes per acre for each Class B Parcel designated on the Master Plan for single-family detached homes. The Declarant shall be entitled to fifteen (15) votes per acre for each Class B Parcel designated on the Master Plan for patio homes. The Declarant shall be entitled to forty-five (45) votes per acre for each Class B Parcel designed on the Master Plan for apartments.
- 3. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of this Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earlier:
- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
 - (ii) On December 31, 1994, or
- $\mbox{(iii)}$ When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VII hereof, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurence (ii) or (iii) above shall have taken place.

4. Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of

votes per acre, and rounding to the nearest whole number. For example, if a Class A Parcel on the Master Plan designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to eighty-five (85) votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the By-laws.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article II hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter-called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot, Unit and Parcel within the Properties, hereby covenants, and each Owner of any Lot, Unit or Parcel by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments or charges against a particular Lot, Unit or Parcel as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's

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fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of Boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Unit or Parcel to an Owner, the maximum annual assessment per Class A Lot shall be Two Hundred Twenty Dollars (\$220.00). The maximum annual assessment for Class A Units and Class A Parcels shall be determined in the manner set forth in Section 6 of this Article.

- (a) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Unit or Parcel to an Owner, the maximum annual assessment for Class A Lots, Units and Parcels as stated above may be increased each year to reflect the increase, if any, in the Consumer Price Index for All Urban Consumers, All Items, published by the Bureau of Labor Statistics, U.S. Department of Labor for the area including or nearest to Tampa, Florida. The maximum annual assessment shall be determined by multiplying the maximum annual assessment then in effect by the Consumer Price Index for the most recent month available and dividing the product by the Consumer Price Index for the same month during the immediately preceding calendar year. Should the Consumer Price Index decrease, the maximum annual assessment shall be decreased accordingly. If publication of the Consumer Price Index should be discontinued, the Association shall use the most nearly comparable index, as determined and selected by the Board of Directors.
- (b) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Unit or Parcel to an Owner, the maximum annual assessment may be increased above the increase permitted by Section 3(a) above, by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment for Class A Lots, Units and Parcels at an amount not in excess of the maximum annual assessment rate established therefor.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Assessment Rate. Subject to the maximums set forth in Section 3 above, annual assessments for Class A Lots, Units and Parcels shall be determined by the Board of Directors prior to January 1 of each year by first determining the sum to be assessed to each Class A Lot, and making adjustments for Class A Units and Class A Parcels as follows:

- (a) <u>Class A Units</u>. Each Class A Unit shall be assessed at seventy-five percent (75%) of the sum assessed to each Class A Lot.
 - (b) Class A. Parcels.
- (i) Each Class A Parcel designated on the Master Plan for single-family detached homes shall be assessed at a rate per acre equal to two hundred percent (200%) of the sum assessed for a Class A Lot.
- (ii) Each Class A Parcel designated on the Master Plan for patio homes shall be assessed at a rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.
- (iii) Each Class A Parcel designated on the Master Plan for apartments shall be assessed at a rate per acre equal to four hundred percent (400%) of the sum assessed for a Class A Lot.
- (c) Rental Apartments. If by December 1 of the year preceding any assessment year, construction of rental apartments shall have commenced on a Class A Parcel whether designated for patio homes, apartments or otherwise, or if rental apartment units shall be constructed thereon, whether or not occupied or ready for occupancy, the Parcel, or part thereof, developed or to be so developed shall not be assessed as provided in Article VI, Section 6(b) above, but instead shall be assessed as to such part at the rate of seventy-five percent (75%) of the sum assessed to a Class A Lot for each apartment unit for which the Owner shall be entitled to vote as provided in Article IV, Section 2 provision 1.(c) hereof.

Section 7. Declarant's Assessment. Notwithstanding any provision of this Master Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum assessment permitted by Section 3 of this Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots, Units and Parcels. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit or Parcel owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots, Units and Parcels owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the Lot, Unit or Parcel shall be assessed in the amount established for Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may

Section 8. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Class A Lots, Units and Parcels subject thereto on the first day of the month following the conveyance of the initial Common Area from the Declarant to the Association. Subject to Article VI, Section 7 above, the annual assessments for any land hereafter annexed or added to the Association pursuant to Article VII hereof shall commence as to Class A Lots, Units and Parcels within the annexed area on the first day of the month following annexation. The first annual assessment thereafter shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, Unit or Parcel in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors annual assessments shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot, Unit or Parcel have been paid. A properly executed cer-

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tificate of the Association as to the status of assessments on a Lot, Unit or Parcel shall be binding upon the Association as of the date of its issuance.

Section 10. Lien for Assessments. All sums assessed to any Lot, Unit or Parcel pursuant to this Master Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot, Unit or Parcel in favor of the Association.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Unit or Parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot, Unit or Parcel.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot, Unit or Parcel which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 13. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot, Unit or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 14. Subordination of the Lien to Mortgages. lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot, Unit or Parcel pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Unit or Parcel from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot, Unit or Parcel any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot, Unit or Parcel; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot, Unit or Parcel encumbered by a proper legal description and shall state the address to which

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notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot, Unit or Parcel may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

Section 15. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a Boundary Wall, or portion thereof, pursuant to Article II, Section 3 hereof shall fail to do so, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, Unit or Parcel, which assessment shall be secured by the lien set forth in Article VI, Section 10 above.

ARTICLE VII

Section 1.

- Additions to the Properties. Additional land within the area described on attached Exhibit C, may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, neither the Exhibit C land nor any other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan in effect from time to time, or such other land use as may be permitted by the local governmental body or agency having jurisdiction. In no event, however, may more than an aggregate fifteen hundred (1500) Lots, Units and apartments be developed on the Exhibit C land which is added to the Properties, and in no event shall more than an aggregate sixteen hundred (1600) Lots, Units and apartments be developed on the Properties. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.
- (b) General Plan of Development. The Declarant has on file at its business office in Hillsborough County, Florida, presently located at: 8019 North Himes, Suite 200, Tampa, Florida 33614 a general plan of development (the "General Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such General Plan shall not bind the Declarant to make any such additions or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

- (a) Additions in Accordance with a General Plan of Development. The Declarant, shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration any or all of the additional land described on attached Exhibit C, provided that such additions are in accordance with the General Plan or any amendments or modifications thereof hereafter made; or
- Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose.

Section 3. General Provisions Regarding Additions to the Properties.

- (a) The additions authorized under Section 2(a) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3(d). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on attached Exhibit A.
- (b) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.
- (c) Notwithstanding anything to the contrary contained in this Article VII or elsewhere in this Declaration, so long as U.S. Home Corporation, its successors or assigns, shall only hold an option to purchase, and not have fee simple title, to land described on attached Exhibit C, such land may not be added to Properties pursuant to this Article VII without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(d) Nothing contained in this Article VII shall obligate the Declarant to make any additions to the Properties.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the Exhibit C land or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots, Units and Parcels thereof as is provided by Article IV, Section 2 of this Declaration.

Section 5. Asséssment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the Exhibit C land or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the Exhibit C land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots, Units and Parcels which it owns, upon the same terms and conditions as contained in Article VI, Section 7 of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots, Units and Parcels owned by Class A members other than the Declarant.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on the Exhibit C land added to the Properties which are owned by Owners other than the Declarant shall be entitled to voting rights identical to those granted by Article IV, Section 2 of this Declaration to other Owners of Class A Lots, Units and Parcels.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on the Exhibit C land added to the Properties which are owned by Owners other than the Declarant shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Class A Lots, Units and Parcels within the Properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific deed restrictions, such land shall be subject to both the specific deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions, or to impose deed restrictions of any kind on all or any part of the Properties.

Section 2. Enforcement. The Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

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liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 above. Failure of the Association or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing them. Declarant shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions, and such shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of eighty percent (80%) of the members of each class of membership present, in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period by an instrument signed either by: (i) the Declarant as provided in Section 5 hereafter; or (ii) Owners holding not less than sixty-five percent (65%) of the total votes of all Lots, Units and Parcels; or (iii) by the duly authorized officers of the Association provided such amendment by the Association's officers has been approved by at least sixty-five percent (65%) of the total vote cast in person or by proxy at a regular or special member's meeting. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot, Unit or Parcel, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (ii) or (iii) above be valid unless approved by the Declarant, as evidenced by its written joinder.

Section 5. Exception. Notwithstanding any provision of Article VIII to the contrary, the Declarant shall have the right to amend this Declaration from time to time for a period of three (3) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by the FHA, VA, FNMA, GNMA, or any other governmental agency or body ("Governmental Agency") as a condition to, or in connection with, such Governmental Agency's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots, or Units. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 18th day of July , 1980.

Signed, sealed and delivered in the presence of:

Sam C. Seman Susans

Attest:

piwisjon secretary

"Declarant"

U.S. HOME CORPORATION

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF <u>Hillsborough</u>

\$1:3684 FB 309

The foregoing instrument was acknowledged before me this 18th day of July , 19 80, by I.A. Beauchamp, Jr. and Bill Daskarolis , as Division Vice President and Division Assistant Secretary, respectively, of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation.

Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large My Commission Expires April 3, 1983 Bonded by American Fire & Cassally Company.

EXHIBIT A

The following described land in Hillsborough County, Florida:

DESCRIPTION: Beginning at the Southeast corner of Section 6, Township 28 South, Range 18 East, Hillsborough County, Florida; thence run along the South boundary line of said Section 6, S.89°55'33"W., 144.80 feet; thence N.25°43'43"W., 910.69 feet; thence Northwesterly, 95.30 feet along the arc of a curve concave to the Northeast, having a radius of 350.00 feet and a chord bearing N.77°33'20"W., 95.00 feet; thence N.20°14'40"E., 60.00 feet; thence Northeasterly, 205.95 feet along the arc of a curve concave to the Northwest, having a radius of 290.00 feet and a chord bearing N.89°53'57"E., 201.65 feet; thence N.69°33'14"E., 213.46 feet; thence Northeasterly, 338.76 feet along the arc of a curve concave to the Northwest, having a radius of 270.00 feet; and a chord bearing N.33°36'38"E., 316.97 feet; thence Northeasterly, 552.52 feet along the arc of a curve concave to the Southeast, having a radius of 2,112.57 feet and a chord bearing N.05°09'36"E., 550.94 feet; thence N.12°39'09"E., 268.09 feet; thence Northwesterly, 35.63 feet along the arc of a curve concave to the Southwest, having a radius of 25.00 feet and a chord bearing N.28°10'37"W., 32.69 feet; thence N.20°59'36"E., 80.00 feet; thence Southeasterly, 115.89 feet along the arc of a curve concave to the Northeast, having a radius of 310.00 feet; and a chord bearing S.79°42'58"E., 115.21 feet; thence Southeasterly, 676.16 feet along the arc of a curve concave to the Southwest, having a radius of 1,440.00 feet, and a chord bearing S.76°50'26"E., 669.97 feet; thence S.63°31'19"E., 396.16 feet; thence Southeasterly, 28.48 feet along the arc of a curve concave to the Northeast having a radius of 2,560.00 feet and a chord bearing S.63°50'27"E., 28.48 feet; thence S.44° 31'53"W_, 226.36 feet; thence S.01°17'24"W., 612.70 feet; thence S.23°06' 32"E., 174.16 feet; thence S.34°15'03"W., 469.91 feet; thence S.52°26'41"W., 762.31 feet; thence along the South boundary line of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida; S.89°38'42"W., 259.61 feet to the Point of Beginning , BEING THE SAME LAND which has been platted as Carrollwood Village XXI of Carrollwood Village Phase III, according to the plat thereof recorded in Plat Book 51, at page 44, Public Records of Hillsborough County, Florida

AND

DESCRIPTION: From the Southwest corner of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida; run thence N.89°38'42"E., 259,61 feet along the South boundary of said Section 5; thence N.52°26'41"E., 762.31 feet; thence N.34°15'03"E., 469.91 feet; thence N.23°06'32"W., 174.16 feet; thence N.01°17'24"E., 612.70 feet; thence N.44°31'53"E., 226.56 feet; to the Point of Beginning; thence Northwesterly, 28.48 feet along the arc of a curve concave to the Northeast and having a radius of 2,560.00 feet (chord bearing N.63°50'27"W., 28.48 feet); thence N.63°31'19"W., 396.16 feet; thence Northwesterly, 657.78 feet along the arc of a curve concave to the Southwest and having a radius of 1,440.00 feet (chord bearing N.76°36'29"W., 652.08 feet); thence Northeasterly, 38.16 feet along the arc of a curve concave to the Northwest and having a radius of 25.00 feet (chord bearing N.46°34'39"E., 34.56 feet); thence N.02°50'56"E., 376.44 feet; thence Northeasterly, 520.29 feet along the arc of a curve concave to the Southeast and having a radius of 380.00 feet (chord bearing N.42°04'22"E., 480.59 feet); thence Northeasterly, 963.16 feet along the arc of a curve concave to the Northwest and having a radius of 597.79 feet (chord bearing N.35°08'21"E., 862.31 feet); thence N.11°01'07"W., 202.73 feet; thence N.78°58'53"E., 80.00 feet; thence N.84°39'11"E., 217.71 feet; thence East, 446.78 feet; thence S.82°52'30"E., 176.42 feet; thence S.57°27'46"E., 567.40 feet; thence S.29°27'28"W., 846.39

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feet; thence S.62°24'17"W., 276.91 feet; thence S.48°35'09"W., 245.64 feet; thence S.36°21'40"W., 373.25 feet; thence S.13°11'26"W., 201.19 feet; thence S.23°09'27"W., 177.73 feet; thence S.44°31'53"W., 30.52 feet to the Point of Beginning, BEING THE SAME LAND which has been platted as Carrollwood Village IX of Carrollwood Village Phase III, according to the plat thereof recorded in Plat Book 51, at page 49, Public Records of Hillsborough County, Florida

EXHIBIT B

The following described land in Hillsborough County, Florida:

Tract A, Carrollwood Village XXI of Carrollwood Village Phase III, according to the map or plat thereof recorded in Plat Book 51, at page 44, Public Records of Hillsborough County, Florida

AND

Tract A, Carrollwood Village IX of Carrollwood Village Phase III, according to the map or plat thereof recorded in Plat Book 51, at page 49, Public Records of Hillsborough County, Florida.

The following described land in Hillsborough County, Florida:

DESCRIPTION: Beginning at the Southeast corner of Section 6, Township 28 South, Range 18 East, Hillsborough County, Florida, run thence S.89°55'33"W., 2588.97 feet along the South boundary of said Section 6; thence N.01°27'25"W., 2658.96 feet along a line 55.00 feet East of and parallel to the West boundary of the Southeast 1/4 of said Section 6; thence N.01°26'20"W., 1615.85 feet along a line 55.00 feet East of and parallel to the West boundary of the Northeast 1/4 of said Section 6; thence N.88°33'40"E., 155.00 feet; thence N.01°26'20"W., 169.00 feet; thence S.88°33'40"W., 155.00 feet; thence N.01°26'20"W., 458.21 feet along a line 55.00 feet East of and parallel to the West boundary of the Northeast 1/4 of said Section 6; thence N. 56°35'03"E., 405.82 feet along the proposed right-of-way line of Ehrlich Road; thence continuing along the last described course Northeasterly, 1148.39 feet along the arc of a curve concave to the Southeast and having a radius of 1970.55 feet (chord bearing N.73°16'46"E., 1132.21 feet); thence N.89°58'29"E., 1243.21 feet along a line 100.00 feet South of and parallel to the North boundary of the Northeast 1/4 of said Section 6; thence N.89°54'16"E., 2667.62 feet along a line 100.00 feet South of and parallel to the North boundary of the Northwest 1/4 of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida; thence N.89°53'50"E., 115.93 feet along a line 100.00 feet South of and parallel to the North boundary of the Northeast 1/4 of said South of and parallel to the North boundary of the Northeast 1/4 of said Section 5; thence S.14°54'14"W., 188.45 feet; thence S.00°29'01"E., 195.2½ feet; thence S.07°22'00"W., 264.93 feet; thence S.02°32'06"W., 93.30 feet; thence S.23°07'28"W., 227.57 feet; thence S.07°26'46"E., 317.56 feet; thence S.08°57'00"W., 562.45 feet; thence S.29°27'28"W., 1007.40 feet; thence S.62°24'17"W., 276.91 feet; thence S.48°35'09"W., 245.64 feet; thence S.36°21' 40"W., 373.25 feet; thence S.13°11'26"W., 201.19 feet; thence S.23°09'27"W., 177.73 feet; thence S.44°31'53"W., 257.08 feet; thence S.01°17'24"W., 612.70 feet; thence S.23°06'32"E., 174.16 feet; thence S.34°15'03"W., 469.91 feet; thence S. 52°26'41"W., 762.31 feet; thence S. 89°38'42"W., 259.61 feet along the South boundary of the Southwest 1/4 of the aforementioned Section 5 to the Point of Beginning.

LESS AND EXCEPT THEREFROM THE FOLLOWING PROPERTY:

DESCRIPTION: Beginning at the Southeast corner of Section 6, Township 28 South, Range 18 East, Hillsborough County, Florida; thence run along the South boundary line of said Section 6, S.89°55'33"W., 144.80 feet; thence N.25°43'43"W., 910.69 feet; thence Northwesterly, 95.30 feet along the arc of a curve concave to the Northeast, having a radius of 350.00 feet and a chord bearing N.77°33'20"W., 95.00 feet; thence N.20°14'40"E., 60.00 feet; thence Northeasterly, 205.95 feet along the arc of a curve concave to the Northwest, having a radius of 290.00 feet and a chord bearing N.89°53'57"E., 201.65 feet; thence N.69°33'14"E., 213.46 feet; thence Northeasterly, 338.76 feet along the arc of a curve concave to the Northwest, having a radius of 270.00 feet; and a chord bearing N.33°36'38"E., 316.97 feet; thence Northeasterly, 552.52 feet along the arc of a curve concave to the Southeast, having a radius of 2,112.57 feet and a chord bearing N.05°09'36"E., 550.94 feet; thence N.12°39'09"E., 268.09 feet; thence Northwesterly, 35.63 feet along the arc of a curve concave to the Southwest, having a radius of 25.00 feet and a chord bearing N.28°10'37"W., 32.69 feet; thence N.20°59'36"E., 80.00 feet; thence Southeasterly, 115.89 feet along the arc of a curve concave to the Northeast, having a radius of 310.00 feet; and a chord bearing \$.79°42'58"E.; 115.21 feet; thence Southeasterly, 676.16 feet along the arc of a curve concave to the Southwest, having a radius of 1,440.00 feet, and a chord bearing S.76°50'26"E. 669.97 feet; thence S.63°31'19"E., 396.16 feet; thence Southeasterly, 28.48 feet along the arc of a curve concave to the Northeast having a radius of

2,560.00 feet and a chord bearing S.63°50'27"E., 28.48 feet; thence S.44°31'53"W., 226.36 feet; thence S.01°17'24"W., 612.70 feet; thence S.23°06'32"E., 174.16 feet; thence S.34°15'03"W., 469.91 feet; thence S.52°26'41"W., 762.31 feet; thence along the South boundary line of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida; S.89°38'42"W., 259.61 feet to the Point of Beginning.

AND

DESCRIPTION: From the Southwest corner of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida; run thence N.89°38'42"E., 259.61 feet along the South boundary of said Section 5; thence N.52°26'41"E., 762.31 feet; thence N.34°15'03"E., 469.91 feet; thence N.23°06'32"W., 174.16 feet; thence N.01°17'24"E., 612.70 feet; thence N.44°31'53"E., 226.56 feet; to the Point of Beginning; thence Northwesterly, 28.48 feet along the arc of a curve concave to the Northeast and having a radius of 2,560.00 feet (chord bearing N.63°50'27"W., 28.48 feet); thence N.63°31'19"W., 396.16 feet; thence Northwesterly, 657.78 feet along the arc of a curve concave to the Southwest and having a radius of 1,440.00 feet (chord bearing N.76°36'29"W., 652.08 feet); thence Northeasterly, 38.16 feet along the arc of a curve concave to the Northwest and having a radius of 25.00 feet (chord bearing N.46°34'39"E., 34.56 feet); thence N.02°50'56"E., 376.44 feet; thence Northeasterly, 520.29 feet along the arc of a curve concave to the Southeast and having a radius of 380.00 feet (chord bearing N.42°04'22"E., 480.59 feet); thence Northeasterly, 963.16 feet along the arc of a curve concave to the Northwest and having a radius of 597.79 feet (chord bearing N.35°08'21"E., 862.31 feet); thence N.11°01'07"W., 202.73 feet; thence N.78°58'53"E., 80.00 feet; thence N.84°39'11"E., 217.71 feet; thence East, 446.78 feet; thence S.82°52'30"E., 176.42 feet; thence S.57°27'46"E., 567.40 feet; thence S.29°27'28"W., 846.39 feet; thence S.62°24'17"W., 276.91 feet; thence S.48°35'09"W., 245.64 feet; thence S.36°21'40"W., 373.25 feet; thence S.13°11'26"W., 201.19 feet; thence S.23°09'27"W., 177.73 feet; thence S.44°31'53"W., 30.52 feet to the Point of Beginning.

The undersigned, Lyons-Raffo Corp., a Florida corporation, being the owner of the following property:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 2, and Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 3, CARROLLWOOD VILLAGE, PHASE III, VILLAGE XXI, according to the plat thereof recorded in Plat Book 51, at page 44, Public Records of Hillsborough County, Florida

hereby consents to and joins in the execution of the foregoing

Master Declaration of Covenants, Conditions and Restrictions for

Carrollwood Village III to which this Joinder is attached for the purpose of subjecting the above described property to the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder by its duly authorized officers and affixed its corporate seal as of this 18thday of July, 1980.

Signed, sealed and delivered in the presence of:

Laurel stellman

LYONS-RAFFO CORP.

to the second

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this $18th_{ay}$ of $30 t_{ax}$, 1980 by $30 t_{ax}$ and $30 t_{ax}$ and

Notary Public, State of Florida at Large

My commission expires:

SOTARY PUBLIC STATE OF FLORIDS AT USE TO MY EOMMISSION EXPIRES JUNE 28 1921 BONDED THRU GENERAL INS UNDERWELLES

The undersigned, The Republic Bank, a Florida banking corporation, being the holder of a mortgage on the following property:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 2, and Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 3, CARROLLWOOD VILLAGE, PHASE III, VILLAGE XXI, according to the plat thereof recorded in Plat Book 51, at page 44, Public Records of Hillsborough County,

which mortgage is recorded in O.R. Book 3675, at page 1654, Public Records of Hillsborough County, Florida, hereby consents to and joins in the execution of the foregoing Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village III to which this Joinder is attached for the purpose of subjecting its mortgage to the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder by its duly authorized officers and affixed its corporate seal as of this 18 day of July, 1980.

Signed, sealed and delivered in the presence of:

THE REPUBLIC BANK

Attest: (

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

WIAITY

35.719.110

COUNTY OF Genelles)

of he foregoing instrument was acknowledged before me this 18th day of he foregoing instrument was acknowledged before me this 18th day of he foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged before me this 18th day of the foregoing instrument was acknowledged by the foregoing instrument was acknowledged by the foregoing instrument behalf of the corporation.

Notary Public, State of Florida at Large

My commission expires:

Notary Public. State of Florida at Large My Commission Expires March 8, 1982

SUPPLEMENT TO

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CARROLLWOOD VILLAGE, PHASE III

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200 n 15 cat RECORDING DALLES

WHEREAS, U.S. Home Corporation, as the Declarant, recorded a Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III in O.R. Book 3684, at page 294, and a First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III in O.R. Book 3721, at page 371, both of the Public Records of Hillsborough County, Florida (herein together called the "Master Declaration"), such Master Declaration being incorporated herein by reference; and

WHEREAS, Article VII of the Master Declaration provides a means by which land described on Exhibit C to the Master Declaration can, from time to time, be made subject to the terms and provisions of the Master Declaration, and to the jurisdiction and authority of the Carrollwood Village Phase III Homeowners Association, Inc. (the "Association") by the Declarant recording a Supplement to the Master Declaration for such Exhibit C land, or any part thereof; and

WHEREAS, U.S. Home Corporation, as the Declarant, is the owner in fee simple of the land described on Schedule 1 attached hereto and incorporated herein by reference, and wishes to add it to the land which is already subject to the terms and provisions of the Master Declaration and to the jurisdiction and authority of the Association, all pursuant to the terms of Article VII of the Master Declaration;

WHEREAS, the land described on attached Schedule 1 is part of the land described on Exhibit C attached to the Master Declaration;

NOW, THEREFORE, U.S. Home Corporation, as the Declarant, pursuant to the terms of Article VII of the Master Declaration, does hereby declare that the land described on attached Schedule 1 shall henceforth be, and hereby is made, subject to, bound and encumbered by all of the terms, conditions and provisions of the Master Declaration, such that the land described on attached Schedule 1 shall be included within the term "Properties" as used in the Master Declaration, each platted subdivision lot within the land described on attached Schedule 1 shall be a "Lot" as defined in the Declaration, and each owner of a Lot within the land described on attached Schedule 1 shall be an "Owner" having all of the rights and privileges of, and being subject to all of the obligations, assessments and liens described in the Master Declaration, and shall be a "Member" of the Association subject to its Articles of Incorporation, as amended, By-laws, and Rules and Regulations.

The land described on attached Schedule 1 shall now and henceforth be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Master Declaration hereby imposed by this instrument, which are for the purpose of protecting the value and desirability of, and which shall run with, the land and be binding on all parties having any right, title or interest therein, or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

It is the intent and purpose of this instrument that the land described on attached Schedule 1 be subject to the Master Declaration as if the land described on attached Schedule 1 were initially included in that described on Exhibit A attached to the Master Declaration.

AD PILE U.S. Home Corporation, as the Declarant, hereby certifies that the prior written approval of the Veterans Administration has been obtained to the recording of this Supplement. Pursuant to the terms of Article VII of the Master Declaration, no consent or approval of any other person or party is required to the recording of this Supplement.

This instrument prepared ; by and to be returned to: - Randy J. Morell, Esq. SOROTA AND ZSCHAU, P.A. 2515 Countryside Blvd., St Clearwater, Florida 33515 Suite A

IT TAX

IN WITNESS WHEREOF, the undersigned corporation has executed this Supplement to Master Declara ion of Covenants, Conditions and Restrictions for Cartollwood Village Phase III by its duly authorized officers as of this 3rd day December , 1980.

Signed, sealed and delivered in the presence of:

"Declarant" U.S. HOME CORPORA

Division

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH)

, 19₈₀ by as Divis of December Bill Dask olis as Divis Secretar, respectively, of corporat or

The foregoing instrumen was acknowledged before me this 3rd day A. Beauchamp, Jr. and

n Vice President and DivisionAssistant

S. Home Corporation, on behalf of the

Of Florida at
Notary Public, State Of Florida A Large
My Commission Explires Serial 25, 1984
Onces & Series Interest Company

my commission expires: -

SCHEDULE 1

The following real property in Hillsborough County, Florida:

Lots 1 through 29 inclusive, Block 1, and Lots 1 through 50 inclusive, Block 2, Village XIV of Carrollwood Village Phase III, according to the map or plat thereof recorded in Plat Book 51, at page 75, Public Records of Hillsborough County, Florida

AND

Lots 1 through 27 inclusive, Block 2, and Lots 1 through 9 inclusive, Block 3, Village XX, Unit 1 of Carrollwood Village Phase III, according to the map or plat thereof recorded in Plat Book 52, at page 8, Public Records of Hillsborough County, Florida.

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SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARROLLWOOD VILLAGE, PHASE III

WHEREAS, U.S. Home Corporation, as the Declarant, recorded a Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III in O.R. Book 3684, at page 294, Public Records of Hillsborough County, Florida (herein together with all amendments thereof and supplements thereto collectively called the "Master Declaration"), such Master Declaration being incorporated herein by reference; and

WHEREAS, Article VII of the Master Declaration provides a means by which land described on Exhibit C to the Master Declaration can, from time to time, be made subject to the terms and provisions of the Master Declaration, and to the jurisdiction and authority of the Carrollwood Village Phase III Homeowners Association, Inc. (the "Association") by the Declarant recording a Supplement to the Master Declaration for such Exhibit C land, or any part thereof; and

WHEREAS, U.S. Home Corporation is the owner in fee simple of the land described on Schedule 1 attached hereto and incorporated herein by reference, and wishes, as the Declarant, to add it to the land which is already subject to the terms and provisions of the Master Declaration and to the jurisdiction and authority of the Association, all purusant to the terms of Article VII of the Master Declaration; and

WHEREAS, the land described on attached Schedule 1 is part of the land described on Exhibit C attached to the Master Declaration;

NOW, THEREFORE, U.S. Home Corporation, as the Declarant, pursuant to the terms of Article VII of the Master Declaration, does hereby declare that the land described on attached Schedule 1 shall henceforth be, and hereby is, made subject to, bound and encumbered by all of the terms, conditions and provisions of the Master Declaration, such that the land described on attached Schedule 1 shall be included within the term "Properties" as used in the Master Declaration, and shall be subject to all terms and provisions thereof, including without limitation, the assessment and lien provisions thereof, and shall also be subject to the jurisdiction and authority of the Association, including without limitation, its Articles of Incorporation, Bylaws and Rules and Regulations.

The land described on attached Schedule 1 shall now and henceforth be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Master Declaration hereby imposed by this instrument, which are for the purpose of protecting the value and desirability of, and which, subject to the amendment provisions thereof, shall run with the land and be binding on all parties having any right, title or interest therein, or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

Pursuant to the terms of Article VII of the Master Declaration, no consent or approval of any person or party is required to the recording of this Supplement.

This instrument prepared by and to be returned to: Atty. Glee A. Triplett JOHNSON, BLAKELY, POPE, BOKOR & RUPPEL, P. A. 911 Chestnut Street Clearwater, Florida 33516

JAMES F. TAVLOR, JR. S. CLERK COLOR CURT. RECOLOR STEPT. HILLS C. FORR CO. TAMPA, FL 32001

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	RILOULIPE ZOO
Supplement to Easter Declara	undersigned corporation has executed this tion of Covenants, Conditions and Village Phase III by its duly authorized of
Judithof James	Attest: Jul Daskauds Division Assuss Division Assuss CORPORATE SEAL)
STATE OF FLORIDA) COUNTY OF HILLSBOROUGH)	
Gay of June , 1981 Bill Daskarolis as D	was acknowledged before me this 16th by I.A. Beauchamp, Jr. ivision Vice President and Division ely, of U.S. Home Corporation, on behalf

Notary Public, State of Florica at Large

My Commission expires: Notary Public, State of Hoods at Large
My Commission Expires April 3, 1983
Based by Armicas for a County Company

BEC 3821 PG 240

SCIEDULE A

A parcel of land lying in the NE 1/4 of Section 6, Township 28 South, Range 18 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southeast corner of said Section 6, run thence S.89°55'33"W., 2,643.99 feet, along the South boundary of said Section 6, to the Southwest corner of the SE 1/4 of said Section 6; thence N.01°27'25"W., 2,657.64 feet, along the West boundary of said SE 1/4, to the Southwest corner of the aforesaid NE 1/4 of said Section 6; thence N.01°26'20"W., 402.85 feet, along the West Boundary of said NE 1/4 (also being the centerline of Turner Road); thence N.88°33'40"E., 55.00 feet to the Point of Beginning; thence N.01°26'20"W., 1213.00 feet along a line lying 55.00 feet East of and parallel with the aforesaid West boundary of the NE 1/4 of Seciton 6; thence N.88°33'40"E., 379.92 feet; thence S.07°05'19"E 1218.92 feet; thence S.88°33'40"W., 499.92 feet to the Point of Beginning.

Containing 12.25 acres, more or less.

SUPPLEMENT TO

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

CARROLLWOOD VILLAGE, PHASE 111

3829 ns 924

WHEREAS, U.S. Home Corporation, as the Declarant, recorded a Master Declaration of Covenants, Conditions and Restrictions for Carrollwood village, Phase III in O.R. Book 3684, at page 294, Publi Records of Hillsborough County, Florida (herein together with all amendments thereof and supplements thereto collectively called the "Master Declaration"), such Master Declaration being incorporated herein by reference; and

WHEREAS, Article VII of the Master Declaration provides a means by which land described on Exhibit C to the Master Declaration can, from time to time, be made subject to the terms and provisions of the Master Declaration, and to the jurisdiction and authority of the Carrollwood Village Phase III Homeowners Association, Inc. (the "Association") by the Declarant recording a Supplement to the Master Declaration for such Exhibit C land, or any part thereof; and

WHEREAS, U.S. Home Corporation is the owner in fee simple of the land described on Schedule 1 attached hereto and incorporated herein by reference, and wishes, as the Declarant, to add it to the land which is already subject to the terms and provisions of the Master Declaration and to the jurisdiction and authority of the Association all pursuant to the terms of Article VII of the Master Declaration; and

WHEREAS, the land described on attached Schedule 1 is part of t land described on Exhibit C attached to the Master Declaration;

NOW, THEREFORE, U.S. Home Corporation, as the Declarant, pursua to the terms of Article VII of the Master Declaration, does hereby declare that the land described on attached Schedule 1 shall henceforth be, and hereby is, made subject to, bound and encumbered by all of the terms, conditions and provisions of the Master Declaration, such that the land described on attached Schedule 1 shall be include within the term "Properties" as used in the Master Declaration, and shall be subject to all terms and provisions thereof, including without limitation, the assessment and lien provisions thereof, and shall also be subject to the jurisdiction and authority of the Association, including without limitation, its Articles of Incorporation, Bylaws and Rules and Regulations.

The land described on attached Schedule 1 shall now and henceforth be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Master Declaration hereby
imposed by this instrument, which are for the purpose of protecting
the value and desirability of, and which, subject to the amendment
provisions thereof, shall run with the land and be binding on all pa
ties having any right, title or interest therein, or any part thereo
their respective heirs, personal representatives, successors and
assigns, and shall inure to the benefit of each Owner thereof.

U.S. Home Corporation, as the Declarant, hereby certifies that the prior written approval of the Veterans Administration has been obtained to the recording of this Supplement. Pursuant to the terms of Article VII of the Master Declaration, no consent or approval of any other person or party is required to the recording of this Supplement.

This instrument prepared by and to be returned to: Atty. Glee A. Triplett JOHNSON, BLAKELY, POPE, BOKOR & RUPPEL, P. A. 911 Chestnut Street Clearwater, Florida 33516 SURTRAN SURTRA SU

State of Elorica at Large Large

My Commission Expires Sept. 25, 1984 Sonaul GrayEco Instance Company of America

IN WITNESS WHEREOF, the undersigned corporation has executed this Supplement to Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase III by its duly authorized officers as of this 2nd day of July , 1981.

Signed, scaled and delivered in the presence of:

By Division Lucy Predictor

Attest: Diwision Lucy Predictor

Attest: Diwision Lucy Predictor

(CORPORATE SEAL)

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 2nd day of July , 1981 by I.A. Reauchamp, Jr. and day of July as Division Vice President and Division Assistant Secretary, respectively, of U.S. Home Corporation, on behalf of the corporation.

Notary Public,

My commission expires:

SOHDULE I

The following real property in Hillshorough County, Florida:

Lots 1 through 7 inclusive Block 1, Lots 1 and 12 through 23 inclusive, Block 2, and Lots 1 through 23 inclusive Block 3, Village X Unit I of Carrollwood Village Phase III, according to the map or plat thereof recorded in Plat Book 52 at Page 7 of the Public Records of Hillsborough County.

Lots 1 through 19 inclusive Block 1, Lots 4-9 inclusive Block 2, Lots 4-11 inclusive Block 4, Lots 4-14 inclusive Block 5 and Lots 4-16 inclusive Block 6

Village XIII of Carrollwood Village Phase III according to the map or plat thereo recorded in Plat Book 52 at Page 53 of the Public Records of Hillsborough Courflorida.

Lots 1 through 19 inclusive Block 1, Village XX Unit II of Carrollwood Village Phase III, according to the map or plat recorded in Plat Book 52 at Page 40-1 of the public Records of Hillsborough County, Florida.

