

INSTRUMENT#: 2009347809, BK: 19522 PG: 800 PGS: 800 - 805 10/19/2009 at
03:48:10 PM, DEPUTY CLERK:LPERTUIS Pat Frank,Clerk of the Circuit Court
Hillsborough County

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NOTICE PURSUANT TO CHAPTER 712 FLORIDA STATUTES

WHEREAS, U.S. HOME CORPORATION, a Delaware corporation was the owner in fee simple of the property known as Carrollwood Village Phase III and subject to administration by Carrollwood Village Phase III Homeowners Association, Inc. (the "Association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III, recorded in Official Records Book 3684 at Page 294 as described in the Public Records of Hillsborough County, Florida, as was amended from time to time, (hereinafter referred to as the "Restrictions") currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association; and

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

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

WHEREAS, CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC. ("Association") is a Florida corporation not for profit, and has the right to enforce the

restrictions referred to above as set for the in the Restrictions referred to above and Chapter 720, Florida Statutes; and

WHEREAS, a meeting of the Board of Directors was held as required by Section 712.05, Florida Statutes on MAY 12TH, 2009 at which time more than 2/3 of the Board of Directors voted to approve extension of the Restrictions: *See Composite Exhibit A*

NOW THEREFORE, William West, President of Carrollwood Village Phase III Homeowners Association, Inc., upon being duly sworn states as follows:

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

a. The name of the claimant desiring to preserve the Covenants is Carrollwood Village Phase III Homeowners Association, Inc. and the Post Office address used by the corporation is 4131 Gunn Highway, Tampa, Florida 33624.

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

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

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

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

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

CARROLLWOOD VILLAGE PHASE III
HOMEOWNERS ASSOCIATION, INC.

WITNESSES:

X *Donald C Hanto*
Signature of Witness #1

DONALD C HANTO
Printed Name of Witness #1

By: X *William West*
William West, President

Attest: X *Barbara Jordan*
Barbara Jordan, Secretary

X *Suzanne Fernandez*
Signature of Witness #2
SUZANNE FERNANDEZ
Printed Name of Witness #2

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me this 23rd day of JUNE, 2009 by William West and Barbara Jordan, to me known to be the President and Secretary of Carrollwood Village Phase III Homeowners Association, Inc., on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



DANIEL F. RUSKIEWICZ
MY COMMISSION # DD 763640
EXPIRES: March 2, 2012
Bonded Thru Budget Notary Services

Daniel F. Ruskiewicz
NOTARY PUBLIC

DANIEL F. RUSKIEWICZ
Printed Name of Notary Public

My Commission Expires: MARCH 2, 2012

**NOTICE OF SPECIAL BOARD MEETING FOR THE PURPOSE OF
EXTENDING OUR COVENANTS**

Dear Carrollwood Village Phase III Lot Owner:

The Board will be meeting on Tuesday, May 12, 2009, immediately following the Annual Membership Meeting at the Carrollwood Cultural Center, 4537 Lowell Road, Tampa, Florida. The purpose of the meeting is to vote for the authorization to extend our Covenants as described by Florida Statute 712.06(1)(b). The following will be presented for approval:

The Carrollwood Village Phase III Homeowners Association, Inc. (the "Association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III, recorded in Official Records Book 3684 at Page 294 of the Public Records of Hillsborough County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

BY ORDER OF THE BOARD OF DIRECTORS

Composite Exhibit A

AFFIDAVIT OF MAILING

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

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

1. I am over the age of 18 and am competent to make this affidavit.

2. I hereby affirm that the Board of Directors of the Association caused a statement in substantially the form attached as composite Exhibit "A" attached hereto was hand delivered or mailed to the members of the Association at least seven (7) days prior to the meeting of the Board at which the Declarations; Restrictive and Affirmative Covenants was renewed in accordance with Chapter 712, Florida Statutes. The meeting was held on MAY 12, 2009, and the notice and statement were mailed or hand delivered on APRIL 27, 2009.

FURTHER AFFIANT SAYETH NOT.

X [Signature]
PRESIDENT 5/12/09

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 12TH day of MAY, 2009, by WILLIAM WEST, to me known to be the PRESIDENT (title) of Carrollwood Village Phase III Homeowners' Association, Inc. He/she is personally known to me or has produced _____ as identification.



DANIEL F. RUSKIEWICZ
MY COMMISSION # DD 763640
EXPIRES: March 2, 2012
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC

DANIEL F. RUSKIEWICZ

Printed Name of Notary Public

My Commission Expires: MARCH 2, 2012

ATTACHMENT(S)

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC.

**SPECIAL
BOARD OF DIRECTORS
MEETING
FOR**

**AUTHORIZATION TO EXTEND ASSOCIATION COVENANTS
AS DESCRIBED BY FLORIDA STATUTE 712.06(1)(b)**

May 12, 2009

MINUTES

I. CALL TO ORDER

A special meeting of the Carrollwood Village Phase III Homeowners Association. Board of Directors convened on May 12, 2009 at The Carrollwood Cultural Center. President William West called the meeting to order at 8:00 p.m.

II. ROLL

Directors Present:

Dave Baragar Patricia Neemeh
Suzanne Fernandez Carla Strobl
Don Hanto William West
Dan Martucci

Directors Absent:

Barbara Jordan
Allen Keller

Guests:

Dan Ruskiewicz, Greenacre Properties Inc.

III. VOTE FOR THE AUTHORIZATION TO EXTEND THE COVENANTS.

Suzanne Fernandez made a motion that Carrollwood Village Phase III Homeowners Association, Inc. (the "association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions of Carrollwood Village Phase III, recorded in Official Records Book 3684 at Page 294 of the Public Records of Hillsborough County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association. Motion seconded by Dan Martucci and carried unanimously.


IV. ADJOURNMENT

There being no further business before the Board, Susan Fernandez made a motion to adjourn the meeting. The motion was seconded by Dan Martucci and was carried unanimously. The meeting adjourned at 8:15 p.m.

Submitted by:


Dan Ruskiewicz, Recording Secretary

Approved: June 23, 2009


Barbara Jordan, Secretary

OFF REC: 3684 PG 294

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 Carrollwood 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:

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

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

INT TAX	SURTAX	DOC STP	REC FEE	ACC NUM	TOT DUE	REC CLK
			20.00		20.00	

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. "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

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 reseeded 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

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:

1. 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) 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) 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

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) Parcels. The Declarant shall be entitled to ten and one-half (10 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

(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 occurrence (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

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) Class A Units. 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 be.

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-

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. The 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

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.

(a) 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

(b) 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. Assessment 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,

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:

Dan C. Leman
Aaron L. Beauchamp

"Declarant"
U.S. HOME CORPORATION
By A. Beauchamp
Division Vice President
Attest: [Signature]
Division Secretary
Assistant
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Hillsborough

OFF. REC. 3684 PG 309

The foregoing instrument was acknowledged before me this 18th day of July, 1980, by I.A. Beauchamp, Jr. and Bill Daskarolis, as Division Vice President and Division Assis-
tant Secretary, respectively, of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation.

Adam C. Rose
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 & Casualty 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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REC:

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 Section 5; thence S. 14°54'14"W., 188.45 feet; thence S. 00°29'01"E., 195.21 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 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.

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.

JOINDER

OFF. REC. 3684 - PG 315

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 18th day of July, 1980.

Signed, sealed and delivered in the presence of:

Laurel Stillman
Benito L. Brand

LYONS-RAFFO CORP.

By

Bobby R. Lyons
President

Attest:

Charles E. Raffo
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18th day of July, 1980 by Bobby R. Lyons and Charles E. Raffo as President and Secretary, respectively, of Lyons-Raffo Corp., on behalf of the corporation.

Laurel Stillman
Notary Public, State of
Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 26 1984
BONDED THRU GENERAL INS. UNDERWRITERS

JOINDER

OFF REC: 3684 PG 316

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, Florida

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 18th day of July, 1980.

Signed, sealed and delivered in the presence of:

Nancy D. Hill
Nancy J. Murphy

THE REPUBLIC BANK
By Arnold C. Albritton
President
Attest: Carol A. Ogden
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 18th day of July, 1980 by President and Secretary as President and Secretary, respectively, of The Republic Bank, on behalf of the corporation.



Nancy D. Hill
Notary Public, State of
Florida at Large

My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires March 8, 1982
Bonded By American Fire & Casualty Company