

16
BT

OFF. REC. 5764 PG 453

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS
ASSOCIATION, INC.

PHASE I

A Corporation Not For Profit Under The Laws Of The State Of Florida.

I Certify that the original DECLARATION OF CONDOMINIUM as recorded in Official Record Book 2611, Pages 535 through 587, Hillsborough County, Florida, of Carrollwood Village Cypress Cluster Houses Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, were duly amended at a properly called meeting of the Association at 7:30 p.m., March 18, 1985, as follows:

ARTICLE XIV. ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION
AMENDED TO READ AS FOLLOWS:

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

ARTICLE XV. RESIDENTIAL USE RESTRICTION APPLICABLE TO APARTMENT UNITS
AMENDED TO READ AS FOLLOWS:

Each APARTMENT UNIT is hereby restricted to single family residential use only by the owner or owners or leaseholders thereof, their immediate families, guests and invitees and no owner or owners of any APARTMENT UNIT shall permit use of the same for transient hotel or commercial purposes.

"Single Family" shall be defined as a head of household, his or her spouse, legal dependents and others related by blood, adoption, or marriage, or, no more than two adults who are not related as husband and wife, their legal dependents and other related by blood, adoption or marriage; provided that no person under the age of 14 shall reside in an apartment (effective as of the date of this amendment).

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

1985 MAR 17 AM 11:25

89179087

REF: 5764 PG 454

Under no event shall more than two (2) persons reside in a one bedroom nor may more than four (4) person reside in a two bedroom apartment, and more than 5 persons in a three bedroom apartment.

**ARTICLE XVI. USE OF APARTMENT UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SUBJECT TO RULES OF ASSOCIATION
AMENDED TO READ AS FOLLOWS:**

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

**ARTICLE XVII. THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTIONS AGAINST NUISANCE, ETC.
AMENDED TO READ AS FOLLOWS:**

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

The use of the property of the CONDOMINIUM shall be in accordance with the following provisions:

A. No bird or common household pet shall be kept or harbored in, on or about the CONDOMINIUM property unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the CONDOMINIUM as a whole. The right to keep common household pets hereby granted shall be subject to any and all regulations concerning animals that may be established from time to time by the Association. In no event shall any pet be kept, bred, or maintained for commercial purposes nor shall any pet be an unreasonable nuisance or annoyance to other owners. Under no circumstances shall livestock, poultry, reptiles or wild animals be kept on the CONDOMINIUM property.

B. There shall be located on the Common Elements swimming pool(s) which shall be used solely by owner, their family members, guests and invitees in accordance with rules and regulations adopted by the Board. In addition to rules regulating the use of the pool, the Board may impose reasonable restrictions and limitations upon the use of the pool(s) by guests, including but not limited to, the number of guests allowed.

**ARTICLE XXVII. ASSOCIATION'S RIGHT OF FIRST REFUSAL WITH RESPECT TO SALE OF CONDOMINIUM UNITS AND RESTRICTIONS ON LEASING OF UNITS.
AMENDED TO READ AS FOLLOWS:**

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

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

REC-5764 PG 455

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

If ASSOCIATION has elected to purchase such APARTMENT UNIT, then upon notifying the owner of such APARTMENT UNIT of its election to purchase said APARTMENT UNIT, ASSOCIATION shall execute a contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of an APARTMENT UNIT has notified the ASSOCIATION as above provided of his desire to sell his APARTMENT UNIT, such owner shall be free to consummate such sale of his APARTMENT UNIT, unless, within fourteen (14) days after the owner has delivered his required notice to ASSOCIATION, ASSOCIATION has notified said owner of its intention to exercise its right of first refusal and to purchase such APARTMENT UNIT. However, in said event, the owner of said APARTMENT UNIT shall not sell said APARTMENT UNIT to any party other than the party designated to the Board of Directors of ASSOCIATION in the aforescribed and required notice, nor for any lower purchase price, nor on a more favorable terms and conditions than those originally contained in said bona fide offer presented to ASSOCIATION, without again giving ASSOCIATION the right of first refusal to purchase such APARTMENT UNIT in the manner above provided.

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

Notwithstanding anything herein contained, the conveyance of any APARTMENT UNIT pursuant to any such sale shall not be effective, and the title and the right of occupancy of the premises shall not be deemed to have passed to the Grantee, unless and until the ASSOCIATION by written instrument executed with the formalities required for recordation, shall have confirmed its consent to such transfer and its approval of the Grantee;

REC- 5764 Pg 456

the Grantee shall have assumed in writing the terms and conditions of this Declaration and the By-Laws and Rules and Regulations of the ASSOCIATION; and the said approval and assumption shall have been recorded among the public records of Hillsborough County Florida.

When an apartment unit is sold pursuant to the above provisions, the seller shall provide the buyer with all condominium documents. In the event the owner fails to provide such documents the ASSOCIATION will furnish the documents at the expense of the owner/seller.

(B) Any owner who wishes to make a gift of his APARTMENT UNIT ownership or any interest therein to any person or persons, other than the spouse of the owner, shall give to the ASSOCIATION not less than fourteen (14) days written notice of his or her intent to make such gift prior to the contemplated date thereof together with the name and address of the intended donee and the contemplated date of said gift. The ASSOCIATION shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within ten (10) days after receipt of said written notice by the ASSOCIATION, the ASSOCIATION and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days after the appointment of said arbitrator, the three (3) arbitrators shall determine by the majority vote the fair market value of the APARTMENT UNIT ownership or interest therein which the owner contemplates conveying by gift and shall thereupon give written notice of such determination to the owner and the ASSOCIATION. The ASSOCIATION'S option to purchase the APARTMENT UNIT ownership or interest therein shall expire thirty (30) days after the date of receipt by it of such notice.

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

REC-5764 PG 457

provided, to bid at any sale of the APARTMENT UNIT or interest therein of any deceased owner which is held pursuant to an order or direction of the Court having jurisdiction over that portion of deceased owner's estate which contains his APARTMENT UNIT or interest therein.

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

(D) An APARTMENT UNIT owner intending to accept a bona fide offer to lease his APARTMENT UNIT or any interest therein, shall give to the President or Secretary of the ASSOCIATION written notice of such intention, together with the name and address of the intended lessee, an executed copy of the proposed lease, and other such information as the ASSOCIATION may reasonably require. Such written notice and information shall be sent by registered or certified mail or personal hand delivery to the President or Secretary of the ASSOCIATION. Within fourteen (14) days after receipt of such notice and information the ASSOCIATION must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President in recordable form which shall be delivered to the owner. If the proposed lease is disapproved, the APARTMENT UNIT owner shall be advised of the disapproval in writing and the lease shall not be made. In the event any owner of an APARTMENT UNIT has notified the ASSOCIATION as above provided of his desire to lease his APARTMENT UNIT, if he received no response from the ASSOCIATION within fourteen (14) days after such notice, such owner shall be free to consummate his lease.

No APARTMENT UNIT may be leased for a period of less than six (6) months and in no event may any APARTMENT UNIT owner lease or rent his APARTMENT UNIT more than once during a one-year period which begins to run on the date a lease is executed.

No APARTMENT UNIT shall be subleased. The terms and conditions of any lease shall provide that the APARTMENT UNIT to be leased may not be subleased.

All leases of an APARTMENT UNIT shall be in writing and shall provide that no child under the age of fourteen (14) shall be allowed to reside in a leased APARTMENT UNIT and that the owner has read and agrees to comply with the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations of Carrollwood Village Cypress Cluster Houses Condominiums. All leases shall also provide that if any lessee does not comply with the covenants found in the documents, then the ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to the owner, and in said respect, the said ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

(E) The ASSOCIATION may charge a reasonable fee in connection with exercising their right of approval of a sale, lease or other alienation of an APARTMENT UNIT, but such fee shall not exceed \$50.00.

ARTICLE XXIX. ASSESSMENT: LIABILITY, LIEN AND ENFORCEMENT
AMENDED TO READ:

G. The payment of an assessment or installment thereof due to ASSOCIATION shall be default of such assessment, or any installment thereof, if not paid into ASSOCIATION on or before the due date for such payment. When in default the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest from due date at the highest rate of interest that is allowable by law until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION.

REC. 5764 PG 458

The ASSOCIATION shall have the right and power to levy not more than a Twenty-Five (\$25.00) Dollar late charge upon an Owner, if, as, and when such owner fails to pay any assessment or installment thereof on the date any such assessment or installment is due and payable, which late charge shall be in addition to and not in lieu of any other penalties, fees or charges for failure to make timely payment of an assessment.

CARROLLWOOD VILLAGE CYPRESS CLUSTER
HOUSES CONDOMINIUMS ASSOCIATION, INC.

(SEAL)

By Robert E. Dean (SEAL)
President
R. E. Dean (SEAL)
ATTEST, Secretary

Signed, sealed and delivered in
the presence of:

John Trust
Witness

Shirley Buckley
Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July 19 89, A.D., by Robert E. Dean President and Richard E. North Secretary, as Officers of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., on behalf of the Corporation.

George M. Schabach
Notary Public
Notary Public, State of Florida
My Commission Expires May 1, 1993

Prepared by return to:

CYPRESS CLUSTER HOUSES
CONDOMINIUM ASSOC., INC.
P. O. BOX 271178
TAMPA,
FLORIDA 33688

OFF. 5764 PG 459

AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC.
PHASE I
A Corporation Not For Profit Under The Laws Of The State Of Florida.

I certify that the original ARTICLES OF INCORPORATION as recorded in Official Record Book 2611, Pages 588 through 596, Hillsborough County, Florida, of Carrollwood Village Cypress Cluster Houses Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, were duly amended at a properly called meeting of the Association at 7:30 p.m., March 18, 1985, as follows:

ARTICLE III, Section 2 (j), shall be added to read as follows:

To make, levy and collect fines against owners for violation of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, which fines shall be enforced in the manner of any other legal obligation.

CARROLLWOOD VILLAGE CYPRESS CLUSTER
HOUSES CONDOMINIUMS ASSOCIATION, INC.

(SEAL)

By Robert E. Dean (SEAL)
President

Richard E. North (SEAL)
ATTEST, Secretary

Signed, sealed and delivered in
the presence of:

MW Treat
WITNESS

Shirley Buckley
WITNESS

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July, 1985, A.D., by Robert E. Dean President and Richard E. North Secretary, as Officers of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., on behalf of the Corporation.

George M. Schaback
Notary Public
Notary Public, State of Florida
My Commission Expires May 6, 1993
Bonded Three Thousand Dollars

Prepared by & return to:
✓ CYPRESS CLUSTER HOUSES
CONDOMINIUMS ASSOC., INC.
P. O. BOX 271178
TAMPA,
FLORIDA 33688

Exhibit D

OFF REC 5764 PG 460

**AMENDMENT TO THE
BY-LAWS
OF
CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC.
PHASE I
A Corporation Not For Profit Under The Laws Of The State Of Florida.**

I certify that the original By-Laws as recorded in Official Record Book 2611, Pages 597 through 605, Hillsborough County, Florida, of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., a corporation not for profit under the State of Florida, were duly amended at a properly called meeting of the Association at 7:30 p.m., March 18, 1985 as follows:

ARTICLE III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

Section 6 - Deleted in its entirety

ARTICLE IV. DIRECTORS

2(f) formerly Section 2(g) amended as follows (complete wording changed)

At the first annual meeting following the adoption of the Amendment to Article IV, Section 1, and after the election of nine (9) members of the Board, the membership by separate votes shall elect from said nine (9) members, three (3) members to serve for a three (3) year term, three (3) members to serve a two (2) year term, three (3) members to serve for a one (1) year term.

13. Deleted in its entirety

ARTICLE VI. FISCAL MANAGEMENT

(d) New section added as follows:

RIGHT OF THE BOARD TO ASSESS AND ENFORCE FINES

The Board of Directors may assess fines against unit owner for failure to comply with the Rules and Regulations of the Cypress Cluster Houses Condominiums. Any fine so assessed shall constitute an assessment and indebtedness to the Association collectible by due course of law. This authority to assess and enforce fines shall not constitute a limitation upon the Association's right to enforce the condominium documents by remedies available pursuant to Chapter 718, Florida Statutes or any other appropriate legal or equitable remedies.

ARTICLE VIII. AMENDMENTS TO BY-LAWS

5. Deleted in its entirety

ARTICLE IX. FINING

New section added to read as follows:

The Association, by and through its Board of Directors, shall have the power to make, levy and collect fines against owners for violations of the Declarations, Articles of Incorporation, By-Laws or Rules and Regulations. Such fines shall not exceed \$100.00 for the first violation, \$200.00 for the second and \$300.00 for the third and subsequent violations of the same nature; provided, however, that a third or any subsequent violation within a three (3) month period shall result in a minimum fine of \$500.00. Fines may only be assessed after notice of at least ten (10) days has been given to enable the owner to have a sufficient opportunity to remedy the violation. Such notice shall be given by certified or registered mail. A fine, once levied, shall be collected in the manner of enforcing any other legal obligation. The authority to assess and enforce fines shall not constitute a limitation upon the Association's right to enforce the condominium documents by remedies available pursuant to Chapter 718, Florida Statutes, or any other appropriate legal or equitable remedies.

Exhibit B

ARTICLE X. ARBITRATION

OFF. 5764 PG 461

New section added to read as follows:

The Board of Directors shall establish procedures to implement and comply with Chapter 718.112, Florida Statutes, and the Rules of the Division of Florida Land Sales and Condominiums, relating to voluntary binding arbitration of internal disputes arising from the operation of the condominium among unit owners, associations, their agents and assigns.

CARROLLWOOD VILLAGE CYPRESS CLUSTER
HOUSES CONDOMINIUMS ASSOCIATION, INC.

(SEAL)

By Robert E. Dean (SEAL)
President

Richard E. Noy (SEAL)
ATTEST, Secretary

Signed, sealed and delivered in
the presence of:

Michael T. Trest
Witness

Edward E. Buckley
Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July, 1989, A.D., by Robert E. Dean President and Richard E. Noy Secretary, as Officers of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., on behalf of the Corporation.

George M. Schabach
Notary Public
Notary Public, State of Florida
My Commission Expires May 1, 1991
Bounded This True File - Document Inc.

CERTIFICATE OF AMENDMENT OF THE BY-LAWS
OF CARROLLWOOD VILLAGE CYPRESS CLUSTER
HOUSES CONDOMINIUMS ASSOCIATION, INC.
PHASE I

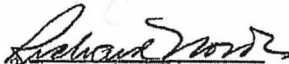
OFF. REC. 5764 PG 462

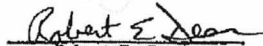
As recorded in Official Record Book 2611, Pages 597 through 605,
Hillsborough County, Florida.

This is to certify that at a joint annual meeting of the membership of the above association and of its Board of Directors, held on March 15, 1982 at 7:30 p.m., the following resolution was adopted by more than two-thirds of the entire membership and two-thirds of the Board of Directors, to wit:

"Be it resolved that Article III, Section 1 of the By-Laws of said Association be and the same is hereby amended to read as follows:


'Article III, Section 1. The annual members' meeting shall be held at a place designated by the Board of Directors, which meeting shall be held at 7:30 p.m. Eastern Standard Time on an evening during the third week of March in each year for the purpose of electing directors and transacting any other business duly authorized to be transacted'.


Richard North
Secretary


Robert E. Dean
President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July, 1982, A.D., by Robert E. Dean, President and Richard E. North, Secretary, as Officers of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., on behalf of the Corporation.


Notary Public
Notary Public, State of Florida
My Commission Expires May 8, 1993
Approved Three Year File - Immediate Issuance

AMENDMENT TO THE
BY-LAWS
OF

REC. 5764 PG 463

CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUMS ASSOCIATION, INC.
PHASE I
A Corporation Not For Profit Under The Laws Of The State Of Florida

I certify that the original By-Laws as recorded in Official Record Book 2611, Pages 597 through 605, Hillsborough County, Florida, of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., a corporation not for profit under the laws of the State of Florida, were duly amended at a properly called meeting of the Association at 7:30 p.m., January 27, 1975, as follows:

ARTICLE IV. DIRECTORS, Section I. shall be amended to read as follows:

"The affairs of the Association shall be managed by a Board of Directors nine (9) in number, three (3) shall be elected for three (3) year terms, three (3) for a two (2) year term, and three (3) for a one (1) year term. Thereafter, three (3) members shall be elected annually for a three (3) year term."

ARTICLE IV. DIRECTORS, Section II (D). shall be amended to read as follows:

"The vacancies in the Board of Directors occurring between annual meetings of membership shall be filled by the remaining Directors, except as to vacancies provided by removal of Directors by members. Any vacancy filled by the Board of Directors will be effective until the next annual meeting of the Association at which time said vacancy shall be filled by election for the member for said unexpired term, (in addition to the regular election of three (3) members)."

ARTICLE IV. DIRECTORS, Section II (g). shall be added to read as follows:

"At the first annual meeting following the adoption of the Amendments to Article IV, Section I, and after the election of nine (9) members of the Board the membership by separate votes shall elect from said nine (9) members, three (3) members to serve for a three (3) year term, three (3) members to serve a two (2) year term, three (3) members to serve for a one (1) year term."

CARROLLWOOD VILLAGE CYPRESS CLUSTER
HOUSES CONDOMINIUMS ASSOCIATION, INC.

(SEAL)

BY Robert E. Dean (SEAL)
President

[Signature] (SEAL)
ATTEST, Secretary

Signed, sealed and delivered in
the presence of:

[Signature]
WITNESS

[Signature]
WITNESS

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July, 1975, A.D., by Robert E. Dean, President and Robert E. North, Secretary, as Officers of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., on behalf of the Corporation.

Notary Public, State of Florida
My Commission Expires May 1, 1978
Society Trust Fidelity Insurance Co.

[Signature]
Notary Public

Prepared by & return to:
CYPRESS CLUSTER HOUSES
CONDOMINIUMS ASSOCIATION, INC.
P. O. BOX 271178
TAMPA,
FLORIDA 33688

RULES AND REGULATIONS
OF
CARROLLWOOD VILLAGE CYPRESS CLUSTER
HOUSES CONDOMINIUMS ASSOCIATION, INC.

REC. 5764 PO 464

PHASE I

November, 1987

Each owner, invitee, relative, lessee, guest, or otherwise, hereinafter referred to as Occupant, of the Apartment Unit, shall be governed by the following Rules and Regulations. Violation of these Rules and Regulations may subject the Violator to any and all remedies available to the Condominiums Association and other Condominium Parcel Owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation, The By-Laws, and the Florida Law. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. **Automobile Parking.** All automobiles shall be parked only on the parking spaces so designated for that purpose as may be specified or indicated by the Board of Directors of the Association.

2. **Commercial and Recreational Vehicles.** No commercial or recreational vehicle including, but not limited to trailers, vans, trucks and pickup trucks (in excess of one-half ton), boats, boat trailers, motorbikes, motorcycles, mopeds, motorhomes, scooters or campers shall be parked overnight on any or all portions of the condominium property. "Commercial vehicle" includes but is not limited to cars, trucks or vans which have a sign or decal of any kind or size including magnetic, which relates to the business affiliation of the vehicle owner.

3. **Disabled Vehicles.** No vehicle which cannot operate on its own power shall remain on the common Condominium Property for more than twenty-four (24) hours. No major repair of any vehicle shall be performed on the Condominium Property, nor shall any repair or maintenance be performed which imposes a risk of damage to the Property.

4. Each Occupant shall be responsible for maintaining his Apartment Unit in good condition and repair, including all internal surfaces within or surrounding his Apartment, including windows, screens, doors, door frames, and hardware; maintaining and repairing fixtures therein as soon as possible. Occupant shall also promptly pay for all utilities which may be metered separately to his Apartment Unit. Common areas such as landscaped and grassed areas, recreation areas and facilities shall be used only for the purpose intended. No bicycle, wagon, carriage, shopping cart, chair, bench, table, toy, or other article of personal property shall be placed or permitted to stand in such common areas, temporarily or otherwise.

4.1 Each Apartment Unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever. Each Apartment Occupant shall maintain his Apartment Unit in a clean and sanitary manner. The gardens, balconies, terraces and patios, entries, and carports shall be used only for the purposes intended and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. No drying of laundry will be permitted outside the Occupant's Apartment Unit.

4.2 Items other than private passenger automobiles or bicycles are not to be stored in the carport.

5. Since the Association is specifically designated as an adult Condominium community, no children under 14 years of age shall be permitted to reside in any of the apartment units. However, children may visit and temporarily reside as visitors for a period not to exceed a total of thirty (30) days in any calendar year. This thirty-day period may be utilized in thirty consecutive or non-consecutive days in a calendar year, but in no event shall any days not utilized in one calendar year be utilized and carried over to another calendar year.

5.1 Children lawfully on the Condominium Property are not to play in the driveways, parking areas, trees or shrubs. Owners are required to exercise constant and meaningful supervision on their children and any visiting children while utilizing the common areas. THIS INCLUDES THE POOL. Compliance with any rule is the responsibility of the parent or

Exhibit F

November, 1987

REC 5764 PG 465

the residents with whom the children are visiting, but the Owner of the Unit shall be primarily liable for any damages or infraction of the rules.

6. Pets. Cats, dogs, and other common household pets are permitted to be kept on the Condominium Property only upon the terms, conditions, and specific approval of the Board of Directors of the Association. The following restrictions regarding the keeping of authorized pets must be observed.

6.1 Animals shall be kept on leash or carried while outside the apartment unit.

6.2 Any pet on the Condominium Property shall not be allowed to commit a nuisance in any portion of the buildings or common areas. Any barking of a dog on the property or other annoyance to owners caused by a pet may be grounds for the Board of Directors to order the permanent removal of the pet from the Condominium Property.

6.3 Animals shall be walked in the designated parkway area between North Village Drive and the Cypress Circle.

6.4 Common household pets shall include only dogs, cats, birds, fish. Under no circumstances will reptiles, poultry, or livestock be permitted to be kept on the Condominium Property.

6.5 In no event shall any pet be kept, bred, or maintained for commercial purposes.

6.6 Owners covenant with the Association to properly comply with any and all orders to remove a pet from the Condominium Property.

6.7 An authorization in writing to keep pet(s) will expire when the pet(s) dies or is disposed of.

7. Alterations and Repairs. All alteration and repair of the Apartment Building, except for the interior of the apartments, is the responsibility of the Association. Each Apartment Unit Owner shall be responsible for the repair and replacement of windows, screens, doors, door frames, and hardware, and such repair and replacement must be of the same type, material and color as the original. In the event an Apartment Unit Owner fails to maintain the windows, screens, doors, door frames, and hardware in good repair, repair and replacement of same shall be performed by the Association and the cost thereof shall be paid immediately by the individual Apartment Unit Owner. No Occupant or Apartment Unit Owner shall do or cause to be done any exterior painting of doors or building and no Occupant or Unit Owner shall construct or affix or cause to be constructed or affixed any addition such as screening of patios, terraces or porches, screen doors, enclosures, lighting fixtures, or any other items whatsoever or any alteration of any boundary wall without the specific written consent of the Board of Directors of the Association. No Occupant or Apartment Unit Owner shall remove or move partitions, or cut through wall studs or other load bearing elements without specific written consent of the Board of Directors.

8. Noise. No Occupant may make or permit any disturbing noises in the building or on the Condominium Property, whether made by himself, family, guests, or servants, nor do or permit anything to be done by such persons that would interfere with the comforts, or other conveniences of other Occupants. No Occupant may play or allow to be played any musical instrument, phonograph, radio, or television set in his Apartment Unit or on or about the Condominium property, between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall in any manner disturb or annoy other Occupants of the Condominium.

9. Antenna and Aerials. No radio or television antenna or antennas or any wiring for any such purpose may be installed on the exterior of any building or upon the Condominium Property without prior written consent of the Board of Directors of the Association.

REC 5764 PG 466

November, 1987

10. **Apartment Unit Identification.** Each Apartment Unit may identify itself by its street address only and shall be of the same type and size approved by the Association and only mounted in a place and manner so approved.

11. **Signs.** No signs, advertising, or notices of any kind or type whatsoever, including but not limited to "For Rent" or "For Sale" signs shall be permitted or displayed on any Common Area, or on the exterior of any Apartment; not shall the same be posted or displayed in such a manner as to be visible from the exterior apartment.

12. **Sales and Leases.** Each owner has the right to sell or lease his Apartment Unit, provided that the proposed purchaser, or lessee, is first approved by the Condominium Association as provided in the Declaration of Condominium, except no lease shall be for a term of less than six (6) months. The restrictions and the conditions for selling or leasing an Apartment Unit stated in the Declaration of Condominium are binding on all owners. Each new Owner and Lessee shall be bound by the provisions of the Declaration of Condominium and all Condominium documents, and these Rules and Regulations. A transfer fee of not more than \$50.00 may be charged by the Board of Directors.

13. **Notices.** All official notices of Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc. shall bear the signature of the President, or Vice President. No Member shall make or permit to be made any written, typed, or printed notices of any kind or type whatsoever or post the same on the bulletin boards, mail, or otherwise circulate to other members, which purports or represents to be an official ad or notice of the Association. Notices of a social nature or purpose by member to other members, are permitted, provided that all such notices shall bear the signature of the member or members uttering such notices, and such member or members shall be fully responsible for the contents thereof.

14. **Attire.** All persons shall adhere to reasonable standards of dress when outside their Apartments. Reasonable standards shall be interpreted to mean street clothes, sport attire, or bathing attire, as applicable. The wearing of night clothing or bath robes outside of the Apartment is specifically prohibited.

15. **Recreation Facilities.** Anyone utilizing common areas or recreation facilities shall see that such areas are left in the same condition as they were before such use. Any Occupant or Apartment Unit Owner who wishes to make exclusive use of the common areas, or a portion thereof, or the recreation facilities, must so notify the Board of Directors of the Association in writing and obtain the prior written consent of the Board of Directors of the Association.

15.1 Any and all use of the recreational facilities or the common elements shall be in such a manner as to respect the rights of all other Owners. Use of recreational facilities shall be controlled by the regulations issued from time to time by the Board of Directors of the Association, but in general the use of these recreational facilities will be prohibited between the hours of 11:00 p.m. and 8:00 a.m.

16. **Window Coverings.** Any and all drapes, window coverings or shades affecting or exposed to the exterior surface of the building shall be white. No foil, paper, or other material shall be adhered or attached to windows or glass doors.

17. **Inflammable Articles.** Except to the extent necessary for normal household use and subject to the Fire Code, no owner or occupant may bring or permit to be brought onto the Condominium Property, any inflammable oil or fluid such as gasoline, kerosene, naphtha, benzene or other similar article or explosive.

REF: 5764 PG 467

November, 1987

18. **Swimming Pool.** The swimming pool is solely for the use of Owners, lessees, and their invited guests. Swimming shall be at the risk of those involved and shall not be at the risk of the Association. The following rules governing the use of the pool and pool area are applicable and binding on all Owners, lessees, and their guests.

18.1 Children under fourteen (14) years using the pool must be accompanied and supervised by a responsible adult.

18.2 Swimming in the pool is only permitted between the hour of 8:00 a.m. and 11:00 p.m.

18.3 Any Occupant or Owner desiring to use the pool or pool area by more than two (2) guests shall first apply to the Board for permission and supply the Board with such information that they may require from time to time. Such permission may be given the Board upon such condition as the Board may impose including the use of parking areas by guests. This permission must always be subject to the rights of owners for the use of the pool during their period of such permission.

18.4 Rules and regulations governing the use of the pool, may be adopted from time to time by the Board and posted in the swimming pool area. Guests as well as owners and lessees are subject to posted rules at the pool areas.

18.5 Pool rules are posted at each pool and must be observed by Members and Guests. No one person or group may monopolize the area or prevent the other members from occupying chairs or lounges. Guests may use the pool areas only when accompanied by members.

19. All Maintenance Bills are due by the 10th of the month. Bills not paid by the 15th day of the month will be posted on our pool bulletin boards as delinquent, and a late charge of \$5.00 will be assessed on that date. Any fine so assessed shall constitute an assessment and an indebtedness to the Association collectible by due course of law.

20. **Fining.** Any breach or violation of the Declaration of Condominium, the Articles of Incorporation, the By-Laws, or the Rules and Regulations shall result in a fine not exceeding \$100 for the first violation, \$200 for the second and \$300 for the third and subsequent violations of the same nature; provided, however that a third or any subsequent violation within a three month period shall result in a minimum fine of \$500. Fines may only be levied after notice of at least ten (10) days have been given to enable the owner to have a sufficient opportunity to request a hearing, or to remedy the violation. Such request must be in writing and submitted to the Board of Directors. Notice of a fine shall be given by certified or registered mail. This authority to assess and enforce fines shall not constitute a limitation upon the Association's right to enforce the Condominium Documents by remedies available pursuant to Chapter 718, Florida Statutes, or any other appropriate legal or equitable remedies.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to an Officer of the Association, who will call the matter to the attention of the violating Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors. If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

These rules and regulations may be modified, added to, or repealed at any time by the Board of Directors of the Association.

REC- 5764 PG 468

November, 1987

The foregoing were adopted as the Rules and Regulations of the Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., a corporation not for profit, under the laws of the State of Florida, by the Board of Directors on 9 November, 1987.

By Robert E. Dean
Robert E. Dean, President

Richard E. North
Richard E. North, Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July 1987 by Robert E. Dean, President and Richard E. North, Secretary, as officers of the Carrollwood Village Cypress Cluster Houses Condominiums Association, Inc., on behalf of the corporation.

Henry M. Schaback
Notary Public

Notary Public, State of Florida
My Commission Expires May 1, 1993
Issued This Day Feb - January 1987

Prepared by & return to:
CYPRESS CLUSTER HOUSES
CONDOMINIUM ASSOC., INC.
P. O. BOX 271178
TAMPA,
FLORIDA 33688