RECEIPT FOR TOWNHOME HOMEOWNERS ASSOCIATION DOCUMENTS

The undersigned acknowledges that the documents checked below have been received.

Name of Development: **The Villas of San Marino at Carrollwood**
Name &Address of Developer: Emerald Greens at Carrollwood, LLC
13903 Clubhouse Drive, Tampa, FL 33618

Place a check in the column by each document received. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Declaration of Covenants, Conditions & Restrictions (The Villas of San Marino at Carrollwood Homeowners Association, Inc., 1/10/05)	_____
Exhibit "A" Legal Description of Property	_____
Exhibit "B" Articles of Incorporation	_____
Exhibit "C" Bylaws	_____
Exhibit "D" Rules and Regulations	_____
Sketch/Plat of Subdivision - The Villas of San Marino at Carrollwood	_____
Proposed 2006 Homeowners Association Budget	_____
Development Agreement	_____
Declaration of Covenants, Conditions & Restrictions (Carrollwood Homeowners Association, Inc. dated 4/7/72 and amendments)	_____
Rules and Regulations - Emerald Greens Golf and Country Club	_____

Executed this ____ day of _____, 200__.

_____ _____

Signature of Purchaser Signature of Purchaser

INSTR # 2006222652
O BK 16444 PG 1649
Pgs 1649 - 1713; (65pgs)
RECORDED 05/08/2006 11:58:16 AM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC.

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Prepared By and Return To:
Lefter, Wilkinson & Sadorf, LLC
2201 Northeast Coachman Rd., Suite 102
Clearwater, FL 33765
(727) 726-1514

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

OF

THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC. (the "Association") is made this 10th day of January, 2005, by EMERALD GREENS AT CARROLLWOOD, L.L.C., a Florida Limited Liability Company whose address is 13903 Clubhouse Drive, Tampa, FL 33618-2706, Tampa, Florida ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant holds title to the real property described in Article III of this Declaration; and

WHEREAS, Declarant intends to develop the real property as a residential single family attached home (townhome) community with various Common Properties for the benefit of the Properties, as hereafter defined; and

WHEREAS, Declarant has deemed it desirable for the maintenance and preservation of property values and amenities established pursuant to this Declaration to establish THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and to delegate and assign certain powers and duties of ownership, operation, administration, maintenance and repair of certain Properties within THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC., the enforcement of covenants, restrictions and easements contained herein and the collection and disbursement of the Assessments and charges hereinafter provided to the Association;

WHEREAS, Declarant has deemed it desirable to enter into a Development Agreement with the surrounding "Carrollwood Village Homeowners Associations" (defined hereinafter) on June 11, 2004, as recorded in Official Records Book 13948, Page 1912-1952 of the Public Records of Hillsborough County, Florida, wherein Declarant agreed to place certain covenants and restrictions on the development of the Properties to create harmony between the Carrollwood Village Homeowners Associations and the Declarant;

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WHEREAS, Declarant has deemed it desirable for each Townhome Owner to be a Member of the Emerald Greens Golf and Country Club in order to have access to the facilities operated by that Club; and

NOW, THEREFORE, Declarant hereby declares that all of the real Property described in Article III is and shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Article III, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property. THIS DECLARATION IS INTENDED TO COMPLY WITH AND SHALL BE ADMINISTERED BY THE ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 720, FLORIDA STATUTES, AS MAY BE AMENDED. ANY REQUIRED STATUTORY PROVISION NOT CONTAINED HEREIN SHALL BE INCORPORATED BY THIS REFERENCE. IF ANY PROVISION HEREIN CONTRADICTS OR IS IN VIOLATION OF THE STATUTE THAT PROVISION SHALL BE REPLACED BY OR AMENDED TO COMPLY WITH THE STATUTORY PROVISION WITHOUT FORMAL AMENDMENT OF THIS DECLARATION.

ARTICLE I - DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Architectural Review Committee" or ARC shall refer to the committee established by the Board and described in Article VII hereof.

B. "Articles" and "By-Laws" shall mean the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

C. "Association" shall mean THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

D. "Board" shall mean the Board of Directors of the Association.

E. "Builder" shall mean a construction company, contractor or other individual or entity holding title to a Lot for the purpose of resale in the ordinary course of business.

F. "Building" or Townhome Building" shall refer to the structure comprised of a group of Townhome Dwellings which are attached to each other and share common walls, roofs, etc.

G. "Carrollwood Village Homeowners Associations" shall mean Carrollwood Village Homeowners Association, Inc. (the "Phase 1 Association"); Carrollwood Village Phase II Homeowners Association, Inc. (the "Phase 2 Association"), and Carrollwood Village Phase III Homeowners Association, Inc. (the "Phase 3 Association").

H. "Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed by the

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Association with respect to Common Property, Lots, Townhome Buildings, Open Spaces, Surface Water Management Systems, Water Management Tracts or Public areas, all as may be found to be reasonably necessary by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

I. "Common Property" or "Common Area" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Association.

J. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board and the Architectural Review Committee (as defined in Article IX, Section 2, B.).

K. "Declarant" shall mean EMERALD GREENS AT CARROLLWOOD, L.L.C., a Florida Limited Liability Company, and its successors and assigns who take title to any portion of the Properties for the purpose of development and sale, but only if designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

L. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions of THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC. as it may, from time to time, be amended.

M. "Dwelling" shall mean and refer to the individual townhome building constructed on each Lot and any extensions of said structure (i.e. garages, patios, etc.).

N. "Institutional Lender" shall mean and refer to the Owner and holder of a Mortgage encumbering a Lot, which Owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or Mortgage investment trust or a lender generally recognized in the community as an institutional lender.

O. "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Properties upon which in the future will be located an attached or detached single-family residential dwelling; which prior to or subsequently to such platting is made subject hereto; and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

P. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV hereof.

Q. "Mortgage" shall mean a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

R. "Plat" shall mean and refer to the plat of THE VILLAS OF SAN MARINO AT CARROLLWOOD as shall be recorded in the Public Records of Hillsborough County, Florida, and any additional plats of Properties annexed into the Association.

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S. "Owner" shall mean and refer to the record Owner of fee simple title to any Lot located within the Property. Owner shall not mean or refer to the holder of a Mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

T. "Properties" or "Property" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall also include real property which is in the future subjected to this Declaration under the provisions of Article III hereof.

U. "Supplemental Declaration" shall mean any supplement, Amendment or modification of this Declaration.

V. "Surface Water Management System" shall mean that portion of the Open Space consisting of swales, inlets, culverts, retention ponds, lakes, Water Management Tracts, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

W. "Townhome Building" or "Building" shall refer to the structure comprised of a group of townhome dwellings which are attached to each other and share common walls, roofs, etc.

ARTICLE II - DECLARATIONS GOVERNING THE PROPERTY

The Property, defined below, shall be subject to this Declaration and shall include, in limited circumstances described below, the Carrollwood Village Homeowners Association, Inc.'s Declaration of Covenants, Conditions and Restrictions, dated April 7, 1972, recorded in the Official Records Book 2476, page 944 of the Public Records of Hillsborough County, Florida, as amended and supplemented (the "Phase I Declarations"). The circumstances under which the Property shall be subject to the Phase I Declarations are:

A. The owners of the Property shall be responsible for the payment of standard assessments to the Phase I Association in accordance with the Phase I Declaration, contained at Article V, Section Five, paragraph 3, in addition to the Assessments contained herein. Phase I Association assessments for each Townhome shall commence upon issuance of a certificate of occupancy by the appropriate government authority for that Townhome;

B. The Phase I Association may enforce the terms and provisions of the Development Agreement and this Declaration if the Association fails to enforce or obtain a cure of any violation within thirty (30) days, or such other reasonable period of time under the circumstances, after receipt of written Notice from the Phase I Association of an alleged violation consistent with the Phase I Declaration;

C. Any "substantial change" (as reasonably determined by the Phase I Association) in the architectural design of the Townhomes being developed by the Declarant (as defined in the Development Agreement between the Declarant and the Phase I Association) must be approved by the Phase I Association; and

D. This Declaration and any substantial change to this Declaration, including but not limited to any amendments to this Declaration (as reasonably determined by the Phase I Association), must be

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approved by the Phase I Association prior to its being filed in the Public Records of Hillsborough County, Florida.

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ARTICLE III - PROPERTY SUBJECT TO DECLARATION

Section 1. Property. The real property which is subject to this Declaration is all of the real property described in Exhibit "A" attached hereto and made a part hereof by reference and any additional Property annexed as set forth below.

Section 2. Annexation and Withdrawal.

A. Until December 31, 2010, the Declarant may, without the consent or joinder of the Owners (subject to HUD, FHA, and VA approval as set forth in Article XVIII, Section 11): (i) annex additional real property to the Properties or (ii) when necessary or desirable, withdraw from the provisions of this Declaration any of the Properties which continue to be owned by the Declarant and which have not been designated or dedicated as Common Property. Annexations or withdrawals under this Subsection A shall be accomplished by filing a Supplemental Declaration describing the real property to be annexed or withdrawn, as the case may be, and shall become effective when such Supplemental Declaration is recorded in the Public Records of Hillsborough County, Florida. Declarant shall have the unilateral right to transfer to any other person or entity the right, privilege, and option to annex additional Property which is herein reserved to Declarant.

B. Subject to the consent of the Owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members representing a majority of the Class A and Class B votes present at a meeting duly called in accordance with the By-Laws and shall require the written consent of the Declarant for so long as the Declarant owns any Property subject to this Declaration. The annexation of land under the Subsection B shall be accomplished by the recordation in the Public Records of Hillsborough County, Florida of a Supplemental Declaration describing the Property being annexed and signed by the President and Secretary of the Association and by the Owner of the Property being annexed. Any such annexation shall be effective upon recording unless otherwise provided therein.

C. No provision of this Declaration shall be construed to require Declarant or any other person or entity to annex or withdraw any real property to or from the scheme of this Declaration.

D. The Declarant shall not be required to follow any predetermined order of improvement and development within the Properties.

Section 3. Acquisition of Additional Common Property. Declarant may convey to the Association additional real property, improved or unimproved, which is, or which may become pursuant to Section 2.A. above, subject to this Declaration, which real property, upon conveyance or dedication to the Association, shall be accepted by the Association as Common Property and thereafter shall be maintained by the Association at the Association's expense for the benefit of all its Members. In such event, the Association and all Members shall have easements to use and enjoy such Common Property.

Section 4. Further Restrictive Covenants. The Declarant may record further restrictive covenants, Declarations of Condominium or Cooperative, or Declaration of Covenants, Conditions and

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Restrictions pertaining to homeowners associations, or plats as to any of the Properties possessed by the Declarant.

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Section 5. Amendment. This Article shall not be amended without the written consent of the Declarant for so long as the Declarant owns any Property which is subject to this Declaration.

Section 6. Development Agreement. This Declaration, including but not limited to the foregoing Sections 1 through 5 of this Article, shall in no event be construed to vary the terms of the recorded Development Agreement and to the extent this Article or any other Article in this Declaration is inconsistent with the recorded Development Agreement, the recorded Development Agreement's terms shall prevail.

ARTICLE IV - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, including the Declarant shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts Membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation (attached hereto as Exhibit "B"), the By-Laws (attached hereto as Exhibit "C") and other rules and regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Allocation of Voting Rights.

A. The classes of voting shall be as follows:

Class A. Class A Members shall be all Owners, with the exception of Declarant and any builder, for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

Class B. The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated a number of votes for each Lot owned by it sufficient to maintain voting control (51%) of the Association until mandatory turnover as provided in Article XII. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Association. Declarant shall retain its Class "B" voting status and rights for any Lots transferred to a Builder as defined herein. In such case, Declarant's Class "B" votes shall not be converted to Class "A" until such time as title is transferred from the Builder to a Non-Builder Owner. Class B Membership shall cease and become converted to Class A Membership upon turnover of the Association as set forth in Article XII.

B. When any Property entitling the Owner to Membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for

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voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Property. In the circumstance of such common ownership, if the Owner fails to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification the Owner may not vote until the Owner(s) appoint their official representative pursuant to this paragraph.

C. Ownership by Husband and Wife. Notwithstanding the provisions of paragraph B. above, whenever any Townhome is owned solely by a husband and wife they may, but shall not be required to, designate a voting representative. In the event an instrument designating a Voting Member is not filed by the husband and wife, the following provision shall govern their right to vote:

(a) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Vote for each Townhome owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Vote on that subject at that meeting.

(b) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Vote of the Townhome without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of the Townhome shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.

(c) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Vote of the Townhome, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Townhome shall not be considered in determining the requirement for a quorum or for any other purpose.

Section 3. Change of Membership.

A. Change of Membership in the Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument conveying record fee title to any Residential Unit or Residential Property. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the Membership of the prior Owner shall be terminated.

B. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his Membership is based or until said interest is transferred or conveyed by operation of law, at which time the Membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

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Section 4. Declarant's Rights to Appoint Directors. The Declarant shall be entitled to appoint all Members of the Board until Turnover as set forth in Article XII.

ARTICLE V - FUNCTIONS OF ASSOCIATION

Section 1. Common Area. 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 Areas and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep the Common Areas in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard. The Association shall not Mortgage nor convey the Common Area or any portion thereof without the consent of two-thirds (2/3) of the Owners, however, this provision shall not apply to the Declarant.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other Property interest within the Properties conveyed to it by the Declarant.

Section 3. Services. The Association shall have the following powers and responsibilities:

A. Maintenance of all Common Property, Parks, Open Space, Surface Water Management Systems, buffer tracts, recreation areas, landscaping and irrigation systems, if any are located within or in a reasonable proximity to the Properties where deterioration of any of the described items would adversely affect the appearance of the Properties or the operation of systems appurtenant to THE VILLAS OF SAN MARINO AT CARROLLWOOD. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 3 which are consistent with the Community-Wide Standard.

B. Maintenance of any real property located within VILLAS OF SAN MARINO AT CARROLLWOOD upon which the Association has accepted an easement for said maintenance, including without limitation the maintenance of the exterior of the Townhome buildings and surrounding landscaping as more fully described in Article X, below.

C. Insect, pest and aquatic control where necessary or desirable in the judgment of the Association to supplement the service provided by the Owners and the state and local governments. The Association reserves a perpetual right on, over and under all Properties to dispense herbicides and pesticides and to take other action which in the opinion of the Association is necessary or desirable to control insects and vermin; provided, however, the Association shall not dispense herbicides or pesticides in designated conservation areas within the Property except as reasonably necessary to maintain health and safety conditions for residents of the Property and, in such event, shall use only herbicides or pesticides used or approved by state and local governments for controlling such problems in similar conservation areas and shall use only state licensed or state certified persons to dispense such chemicals. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to provide such services.

D. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

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E. Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events.

F. Establishing and operating the Architectural Review Committee after turnover or in the event that the Association is delegated such purpose by the Declarant.

G. Adopting, publishing and enforcing such Rules and Regulations as the Board deems necessary.

H. Lighting of roads, sidewalks, walking and bike paths throughout the Properties as deemed necessary by the Board.

I. At the sole option and discretion of the Board, conducting recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

J. Constructing improvements on Common Property and easements as may be required to provide the services as authorized in this Article.

K. The Association shall provide exterior maintenance to the Townhome Buildings, and Lots, as further set forth in Article X below.

L. Establish use fees and promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.

M. Hire a professional community association management company or manager, and delegate any powers as permitted by Florida law.

Section 4. Conveyance by Association. The Association may convey lands or easements to the Declarant in connection with any replatting of any portion of the Property upon two-thirds (2/3) vote of the Owners, not including the Declarant.

ARTICLE VI - MEMBERSHIP TO EMERALD GREENS GOLF AND COUNTRY CLUB

EVERY TOWNHOME OWNER SHALL MAINTAIN A MINIMUM OF A FAMILY SOCIAL MEMBERSHIP AT THE EMERALD GREENS GOLF AND COUNTRY CLUB, OR ITS SUCCESSORS AND ASSIGNS, OPERATING ADJACENT TO THE PROPERTIES. THE BASE COST OF SUCH SOCIAL MEMBERSHIP FEE SHALL BE COMMON EXPENSES OF THE ASSOCIATION AS PROVIDED IN ARTICLE VII HEREOF, AND THE AMOUNT OF THE ACTUAL ASSESSMENTS LEVIED BY THE ASSOCIATION PURSUANT TO ARTICLE VII SHALL BE ADJUSTED ACCORDINGLY, WITH REGARD TO THE COSTS OF MAINTAINING THE MINIMUM CLUB FAMILY SOCIAL MEMBERSHIP. INCIDENTAL CHARGES FOR ITEMS SUCH AS MEALS AND GOLF FEES SHALL BE BILLED SEPARATELY TO EACH TOWNHOME OWNER/MEMBER AND SHALL BE THE FINANCIAL RESPONSIBILITY OF EACH TOWNHOME OWNER/MEMBER. THE ASSOCIATION WILL ARRANGE WITH THE CLUB TO CREDIT ANY TOWNHOME OWNER THAT DESIRES A HIGHER LEVEL OF MEMBERSHIP AN AMOUNT EQUAL TO THE COST OF

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SUCH MEMBERSHIP EQUAL TO THE MINIMUM FAMILY SOCIAL MEMBERSHIP FROM THE CLUB. CLUB MEMBERSHIP SHALL BE THE PROPERTY OF THE TOWNHOME OWNER/MEMBER AND IS THEREFORE NOT ASSIGNABLE TO PERMITTED TENANTS OR GUESTS.

ARTICLE VII - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Lot shall by acceptance of a deed therefore, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) Annual Assessments, (2) Special Assessments and (3) Individual Assessments collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and cost of collections, including without limitation the cost of attorneys fees and costs, provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such Assessment is made and any subsequent owner in a voluntary conveyance who assumes said obligation or who knew or should have known of the unpaid assessment at the time of conveyance. Each such Assessment, together with such interest thereon and cost of collection shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of Co-Ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the Assessment.

The liability of Assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the Property against which the Assessment was made. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any inaction or action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association may be used for the improvement, maintenance, enhancement and operation of the exterior of the Townhome Buildings, landscape, Surface Water Management Systems and Common Property, payment of the Emerald Greens Club Social membership dues for each Owner, the Association's payment of the annual assessment of the Phase 1 Association on behalf of each Owner, and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance thereon, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.

Section 3. Annual Assessments. It shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include reserve funds as may be determined to be necessary by the Board.

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The Annual Assessment to be levied for the coming year against each Lot subject to Assessment as set forth below shall be computed by dividing the budgeted Common Expenses by the number of Lots subject to this Declaration. Except as provided in Section 5 below, Declarant shall have no responsibility to pay Assessments on any Lot. The Board shall cause a copy of the Common Expense budget and Notice of the amount of the Annual Assessment to be levied against each Lot for the following year to be delivered to each Owner atleast fifteen (15) days prior to the due date of the first installment of the Assessment. The Board of Directors shall determine the method of collecting the annual assessment provided such collection is no more frequent that monthly or less frequent than quarterly.

In the event that the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy in any Assessment year a Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

Section 5. Assessments of Declarant or Builder. Notwithstanding any provision of this Declaration, or the Association's Articles of Incorporation or By-Laws to the contrary, for as long as there is Class B Membership in the Association, the Declarant may, rather than paying regular or Special Assessments, at its sole option, with respect to any Lot owned by the Declarant, fund the difference ("deficit funding") between the amount of Assessments levied on all Lots subject to Assessment and the amount of actual expenditures required to operate the Association during the fiscal year.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on the first day of following an Owner's acquisition of title.

Section 7. Allocation of Common Property Real Estate Taxes. At the time of Turnover it is the intent of the Association to allocate a portion of the Common Property to each Townhome for the purposes of real estate tax valuation and assessment by Hillsborough County in an effort to eliminate a separate annual assessment of real estate taxes for the Common Property. The Association will initiate the efforts necessary to accomplish this allocation with the appropriate government agency.

Section 8. Initial Three Month Assessment Collection. At the time of Owner's purchase of a Townhome, the Association shall collect an escrow deposit equivalent to three (3) months of the Annual Assessment to be held in escrow for the benefit of the Owner for payment of the first three months assessments for administrative ease and to allow time to print payment coupon books.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If any Assessment is not paid on the date due, then such Assessment shall become delinquent and the entire Assessment shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, the Owner's heirs, devisees, personal representatives and assigns. In addition, the Association shall have the right to charge a late fee in addition to interest as determined by the Board of Directors. The obligation of the Owner to pay such Assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent

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Assessments in the public records and foreclose the lien in the same manner as a Mortgage. Upon recording, the lien shall secure the amount of the delinquency stated therein and all unpaid Assessments thereafter until satisfied of record.

If the Assessment is not paid within thirty (30) days after the delinquency date the Assessment shall bear interest from the date of the delinquency at the highest rate allowed by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and there shall be added to the amount of such Assessment all management fees, reasonable attorneys' fees, and costs incurred in the collection process.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, Mortgage, and convey the same.

Section 10. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot 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 11. Subordination of the Lien to the Mortgages; Mortgagees' Rights. The lien of the Assessments provided for herein is subordinate to the lien of any first Mortgage given to an Institutional Lender now or hereafter placed upon a Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Officer or management agent of the Association setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association or its management agent may require the advance payment of a reasonable and customary processing fee to the appropriate party to any sales or transfer transaction for the issuance of such certificate.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempted from all Assessments, charges and liens created herein: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; (c) all Property dedicated for recreational use; (d) Property which is used in the Surface Water Management Systems.

Section 13. Individual Assessment. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy an Individual Assessment against any individual Lot to recover (i) any charges, fines, penalties against a particular Owner, or (ii) charges or losses incurred by the Association as a result of the actions or inactions of a particular Owner, or (iii) charges or losses resulting from an individual Owner's failure to comply with the terms of this Declaration or the Association's governing documents. Individual Assessments shall be payable in such manner and at such times as determined by the Board and are subject to the collection and lien provisions of Section 9 above.

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ARTICLE VIII - EASEMENTS

Section 1. Appurtenant Easements. Declarant grants to all Owners (and their guests, lessees and invitees) and to the Association as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and By-Laws of the Association and the rules promulgated by the Association, a perpetual nonexclusive easement for ingress and egress over, across, and through and for the use and enjoyment of all Common Property. Such use and enjoyment to be shared in common with the other Owners, their guests, lessees, and invitees as well as the guests, lessees and invitees of the Declarant. Provided, with respect to the Common Property, the Declarant reserves the right (but not the obligation) to maintain and use all rights of way associated therewith, and to maintain and place Declarant's signs thereon. Each Owner shall have a joint and reciprocal easement of ingress and egress over an adjacent Lot with each adjacent Owner for the maintenance, repair and reconstruction of any party wall or for the maintenance, repair and reconstruction of any portion of an attached dwelling when access is required through an adjacent Lot. In addition, each of the respective Owners within a Townhome building shall have a joint and reciprocal easement of access across each Lot upon which the Townhome dwelling is located for the installation, maintenance and use of conduits, plumbing, irrigation equipment, wiring, and other facilities for furnishing utility services and irrigation to each dwelling or Lot.

Section 2. Utility Easements. The Declarant reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Properties, and the Association thereafter, the non-exclusive right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Properties and the Common Property upon, over, under and across the Properties, except that with respect to cable service, Declarant may grant exclusive rights and easements to a cable service provider of its choice. Said easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereof to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Properties and Common Property. All such easements to be of a size, width and location as Declarant (or the Association, if the Association owns the Common Property), in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties.

Section 3. Declarant Easements. Notwithstanding the easements granted to the Association, the Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its Officers, Directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of these Properties and facilities by the Association and Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Properties owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with the enjoyment of the Properties. Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of security and television cables and wire within the rights-of-way, Common Property, and easement areas referred to hereinabove.

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Section 4. Service Easements. Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Properties and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Property for the purposes of performing their authorized services and investigations.

Section 5. Right of Entry. The Association shall have the right, but not the obligation, to enter onto any Lot or dwelling in case of emergency, or to perform functions related to safety or security which right may be exercised by the Board, Officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 6. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and dwelling and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots and/or Properties, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 7. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Properties which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein or required by a governmental authority, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Association will have the sole control over elevations and slopes within drainage easements and no Owner may alter any such elevations except upon written consent of the Association.

Section 8. Conservation Easements. Declarant reserves the right to grant Conservation Easements to qualified grantees over and across Common Property, Open Space, Public Areas or Surface Water Management Systems.

Section 9. Ingress and Egress Easements. If ingress or egress to any Lot is through the Common Area, all easements in the Common Area shall be subject to any such ingress or egress easement of the Owner of such Lot(s).

Section 10. Easement for Golf Balls. Every Lot and the Common Area are burdened with an easement permitting golf balls unintentionally to come upon the Common Area or Lots immediately

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adjacent to the Carrollwood Golf and Country Club and for golfers at reasonable times and in a reasonable manner to come upon the Common Area or the exterior portions of a Townhome to retrieve errant golf balls; provided, however, if any portion of a Lot in enclosed, the golfer will seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

Section 11. Extent of Easements. The rights and easements of enjoyment created in this Article shall be subject to the following:

A. The right of the Declarant or the Association, in accordance with its By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Parks, Surface Management Systems and Common Property and providing services authorized herein.

B. The right of the Association to suspend the rights and easements of enjoyment, permitted by laws, of any Member or any tenant of any Member for any period during which any Assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any Assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment.

C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on Common Property.

D. The right of Declarant or the Association to place (and remove after notice) any reasonable restrictions upon any roadways owned by them, including, but not limited to, speed bumps or access gates. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties, shall not make such restrictions unreasonable.

ARTICLE IX - ARCHITECTURAL CONTROL

Section 1. Enforcement of Architectural Standards. The Declarant shall have the responsibility, to enforce in courts of competent jurisdiction the restrictions set forth in this Declaration until such time as the Board of Directors, or a committee established as provided in Sections 2 and 3 below, is granted authority to enforce this Article. So long as Declarant owns one Lot, there shall be no deviation from Declarant's plans without the prior written consent of Declarant. This Article shall not be amended without the written consent of the Declarant, its succeessors and assigns, and the Phase I Association if said amendment does not comply with the restrictions contained in paragraph 4 of the Development Agreement.

No construction, which term shall include within its definition, staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained.

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All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or other person found to be qualified by the Architectural Review Committee ("ARC").

Section 2. Architectural Review Committee. The Board of Directors may act as the Architectural Review Committee or may establish and delegate its authority to a separate committee responsible to the Board of Directors and the Association. Said Architectural Review Committee which shall have exclusive jurisdiction over all construction on any portion of the Properties and whose duties, powers and responsibilities shall be as follows:

A. The ARC shall consist of two (2) or more persons designated by the Declarant. At such time as Declarant no longer owns any real property within the Properties (or earlier if the Declarant shall surrender this right in a written instrument in recordable form executed by Declarant), the Declarant shall assign to the Association the rights, powers, duties and obligations of the ARC, whereupon the Board shall appoint three (3) or more persons as the Members of the ARC.

B. Community-Wide Standards. All actions of the ARC with respect to architectural control shall: (i) assume harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) protect and conserve the value and desirability of the Property as a residential community and (iii) be consistent with the provisions of this Declaration; and (iv) in the best interest of all Owners in maintaining the value and desirability of the Properties as a residential Community.

C. The ARC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual Lot or subdivision, tract or parcel of land within the Properties. All construction and development within the Properties is subject to local governmental control; however, the ARC may, in its sole discretion, impose standards of architectural and landscaping design, or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, and planning or other local governmental codes.

D. No building, sign, decorative or ornamental sculpture, outside lighting, fence, hedge, wall, walk, or other structure or planting shall be constructed, erected, planted or removed until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. Refusal of approval of plans, specifications or location may be based upon any grounds, including purely aesthetic considerations, which the ARC, in its sole discretion, deems sufficient.

E. All plans for the construction of any improvements within the Properties shall contain a drainage plan.

F. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

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G. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, and structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring Property.

H. Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

I. In the event the ARC shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form or to request additional information reasonably required within thirty (30) days after submission, such plans and specifications shall be deemed approved.

J. There is specifically reserved unto the ARC the right of entry and inspection upon any Lot for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The Association is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to arbitration, mediation, or litigation to determine the propriety of any constructed improvements, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith.

K. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any Member of the ARC's service as Member of the ARC.

L. A majority of the ARC may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any Member of the ARC, the Board shall designate a successor. The ARC shall be selected by and shall serve at the pleasure of the Board of Directors.

M. The ARC may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder.

N. The ARC has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration. The granting of any waiver for any portion of the Properties may be given or withheld in the ARC's sole discretion and prior grant of a similar waiver shall not impose upon the ARC the duty to grant new and additional requests for such waivers.

O. The Association, Declarant, ARC or any Officer, employee, Director or Member thereof shall not be liable for damages to any persons submitting plans and specifications for approval, or to any other Owner, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not

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bring any action or suit against the Association, Declarant, ARC or ARC Members to recover any such damages.

Section 3. Modifications. The ARC shall promulgate detailed standards and procedures governing modifications to existing Lots or structures, consistent with local government standards and codes. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ARC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a dwelling or to paint the interior of the dwelling any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within thirty (30) days after submission, the plans shall be deemed approved.

Section 4. Review By Phase I Association. Any approval of a variance or change in the design or location of a Townhome Building resulting in a "material change", as that term is defined in the recorded Development Agreement shall be approved by the Phase I Association prior to the ARC's granting authority to implement the subject change.

ARTICLE X - BUILDING EXTERIOR AND DWELLING MAINTENANCE

Section 1. Owner Maintenance Responsibilities. Each Owner shall be responsible for the maintenance, repair and upkeep of his Lot, the Townhome and any other structures located thereon or within the Townhome, except for the specific items which the Association is mandated to maintain as set forth in Section 2. Without limiting the above, each Owner shall be responsible for: (i) repair or replacement of all glass surfaces; (ii) repair or replacement of exterior doors; (iii) maintenance, repair, or replacement of any patios, decks, screen enclosures, or other improvements made to the Townhome; (iv) maintenance, repair, or replacement of heating and air conditioning equipment servicing the Owner's Townhome; (v) the cost of labor and materials for replacement of roofs; and (vi) as otherwise provided elsewhere in this Declaration.

Section 2. Association Maintenance Responsibilities. In addition to the Common areas and Common property, the Association shall only be responsible for the maintenance, repair and upkeep of the items listed below and located upon each Lot. The costs of such exterior maintenance shall be common expenses of the Association and assessed to each Owner as provided in Article VII hereof, and the amount of the actual assessments levied by the Association pursuant to Article VII shall be adjusted accordingly, with regard to the anticipated costs of providing such maintenance and any reserve requirements which may be incident thereto.

A. General. The Association shall provide exterior maintenance upon the structures of each Lot which is subject to assessment hereunder, as follows, paint, repair, replacement and care of roof surfaces, gutters, downspouts, exterior building surfaces, walks, and other exterior improvements, with the nature and extent of such maintenance to be as may be established from time to time by the Association; provided, however, that such exterior maintenance shall not include windows or other glass surfaces and shall not include maintenance of the exterior unit of each Townhomes air conditioning unit, both of which shall remain the responsibility of the Owner. The term "roof" as used herein shall include tile or shingles including trusses or other structural components.

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B. Landscaping. The Association shall exclusively provide landscaping maintenance and service for each Lot. Such service will be mandatorily provided and the cost of such services shall be a common expense of the Association. Any such replacement by an Owner with anything other than identical plantings shall be subject to review and approval of the ARC. The Association shall have the right to require the removal, at the Owner's expense, of any plantings which interfere with, or unreasonably interfere with, the provision of this service. In addition, the Association and its agents shall have an easement of access over each Lot for the purpose of controlling the irrigation system on each Lot. This access shall include the right to control irrigation, including setting water timers, etc.

C. Patio Areas, Decks, Garage Doors, and Other Townhome Improvements. Although intended to be the primary responsibility of the Owner to maintain, the Association may also provide exterior maintenance upon the rear exterior ten foot (10') patio or deck area, garage doors, and other exterior Townhome improvements if, in the Association's sole opinion, said area or improvement requires maintenance because it is being maintained in a manner inconsistent with the Community-Wide Standard of the Properties or remains in disrepair for an extended period of time. The Association shall notify the Owner in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected the condition within fifteen (15) days after date of said Notice, the Association (after approval of a majority of the Board) may correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of screen enclosures or decking, spas, trees, shrubs, grass, walks and other exterior improvements, and removal of trash or garbage.

D. Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not replace any glass surfaces or exterior doors when reasonably necessary; (ii) any Owner fails to promptly repair or replace any casualty damage to such Owner's lot; (iii) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association; and (iv) as otherwise provided in this Declaration. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association (after approval of a majority of the Board) may undertake such maintenance, replacement or repair and may assess by specific assessment the costs of same.

Section 3. Each Lot shall be subject to an easement in favor of the Association (including its agents, employees and contractors) for performing maintenance as provided in this Article during reasonable hours after reasonable notice to the Owners or occupants of any affected Lot, except that emergency situations entry upon a Lot may be made at any time, provided that the Owners or occupants of affected Lots shall be warned of impending emergency entry as early as is reasonably possible. The interior of any Townhome located on a Lot shall not be subject to such easements as provided for in this Section 2.

Section 4. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance or repair of the Common Area, a Lot, or any improvement(s) located thereon, is caused by willful or negligent act or omission of any Owner, member of his/her family, or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of the Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in Article VII of this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination

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which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a Court of law.

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ARTICLE XI - GENERAL PLAN, RESTRICTIONS, RULES AND REGULATIONS IMPOSED

Section 1. General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Properties, all thereof in or to enhance the value, desirability, and attractiveness of the Properties and serve and promote the sale thereof. The Declarant hereby declares that all of the Properties shall be held and shall henceforth be sold, conveyed, used, improved, occupies, owned, resided upon, and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements, and covenants, as well as those contained elsewhere in this Declaration.

Section 2. Initial Restrictions, Rules and Regulations Imposed. Every Owner shall comply with the restrictions, rules, regulations and covenants set forth herein and any and all subsequent and additional rules and regulations adopted by the Association.

A. Residential Use. All Lots shall be used for residential dwelling units and related recreational facilities only and for no other purposes. Notwithstanding anything herein to the contrary, Declarant shall be entitled to build and maintain sales models and offices. Uses which do not conform to Hillsborough County zoning ordinances will not be permitted.

B. Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Properties; however, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the housing facilities created, provided that such are in compliance with appropriate governmental requirements applicable thereto.

C. Trash and Garbage. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open after dark on the day before the pick-up is to be made or on such day and at such place as will be accessible to persons making such pick-up. Such containers may not be placed in the open on the day preceding the pick-up. At all other times, such containers shall be stored so that they cannot be seen from surrounding property. The Architectural Control Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

D. Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Properties above the surface of the ground, except hoses and the installation of water softeners or water filtration devises which must be located within the Dwelling. No Property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil and other hydrocarbons, minerals, gravel or earth. Provided, however, that nothing contained herein shall (i) prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or

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landscaped berms; and (ii) prohibit compliance with the requirements of SWFMD or any other governmental agency.

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E. Nuisance. No nuisance shall be permitted on the Properties, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs, any residents of the properties, or which interferes with the peaceful enjoyment or possession and proper use of the Properties, or any portion thereof, by its residents, as determined by the Board. As used herein, the term "nuisance" shall not include any activities of Declarant which are reasonably necessary to the development of and construction on the Properties; provided, however, that such activities of the Declarant shall not unreasonably interfere with any Owner's use and enjoyment of his/her Lot or the Common Area, or with any Owner's ingress and egress to or from his/her Lot and a public way. Further, no immoral, improper, offensive or unlawful use shall be permitted or made of the Properties or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Properties, or any portion thereof, shall be observed.

F. No Hazardous Activities. No activities shall be conducted on the Properties or within Townhomes which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any of the Properties and no open fires shall be lighted or permitted on the Properties except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace.

G. No Annoying Light, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably lout or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.

H. Rental or Lease. A Townhome shall not be leased or rented for a term of less than six (6) months and without first obtaining the prior written approval of the Association as more fully described in Article XVII below. No transient accommodations shall be provided.

I. Vehicle Parking. Each Townhome provides sufficient area to store four vehicles (including golf carts); two in each Townhome's garage and two on the driveway area in front of each Townhomes. The Board may promulgate rules which restrict, limit or prohibit the use of any driveway or parking area which may be in front of, adjacent to or part of any Lot or dwelling as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. Such rules, if and when promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration. No unregistered or inoperable vehicle or trailer may be visible in such a manner as from any point on adjacent property or the street. No vehicle of any kind may be disassembled, serviced or repaired on the Properties. The Association or its management company may have any offending vehicle removed by towing provided in complies with the provisions of Chapter 715.07, Florida Statutes, as may be amended.

J. Prohibited Vehicle. No "Prohibited Vehicle" shall be parked or stored on any of the Common Properties or Common Areas or stored on any of the Common Properties or Common Areas or on any road or Lot within the Property. For purposes of this Section, a "Prohibited Vehicle" is:

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(a.) a truck, delivery van, service van or bus (except that trucks not in excess of ½ ton are permitted, provided they have no camper top or other appendage attached to it);

(b.) a commercial vehicle (i.e., one not designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics or other commercial insignia;

(c.) a recreational vehicle (RV) including a camper, mobile and motor home, all terrain vehicle (ATV or ATC) or dune buggy;

(d.) a trailer of any type;

(e.) a boat;

(f.) a vehicle covered in any manner; or

(g.) a derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self propulsion.

For purposes of this section, a "Prohibited Vehicle" shall not be deemed to be any commercial or public service vehicle present in the property while performing services for or on behalf of residents or the Declarant.

K. Vehicle Repairs and Maintenance. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on the Properties, unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, oat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

L. Antenna, Aerial and Satellite Dish. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Lots or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are (1) meter (39.37") in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S., Section 1.5000, as amended, promulgated under the Telecommunications Act of 1996 as amended from time to time. Permissible dishes or antennae shall be installed in such a manner to make it not visible from the street or neighboring properties and integrated into the landscaping to the extent that reception of an acceptable signal would not be unlawfully impaired by such installation. No antenna or dish shall be affixed to the exterior walls or roof of a Townhome without the prior written consent of the Association. All approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Properties without the prior written consent of the Board.

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M. Drainage. No changes in elevations of Property subject to these restrictions shall be made which will cause undue hardship to adjoining property or be inconsistent with the approved drainage plans for the community or any part thereof.

N. Weeds and Underbrush. No weeds, underbrush, or other unsightly growths, including unkept lawns, shall be permitted to grow or remain upon the Properties and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

O. Underground Wires. No lines or wires for communication or the transmission of electrical current or electromagnetic pulses shall be constructed, placed or permitted to be placed on Residential Property unless the same shall be underground.

P. Animals. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the Properties. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the Properties without the express prior written consent of the Board. All pets shall be kept on a leash when not on the pet Owner's Lot or Unit and no pet shall be allowed to roam unattended. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the Properties. The Board, in its sole discretion, may determine that a pet is a "nuisance" as defined in Section E above, entitling it to require the Owners removal of the pet from the Property. There shall be a limit of two (2) household pets per Lot, excluding birds and fish. Owners shall be responsible to clean up all pet waste on the Properties.

Q. Business. No trade or business will be conducted or carried on upon the Properties or in any building or other structure erected thereon, except that an Owner or occupant may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a dwelling shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties.

R. Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his or her Lot without the prior written consent of the Architectural Review Committee. Each Owner, by accepting a deed thereto and in consideration of the Associations obligation to maintain the landscaping, shall be deemed to have waived his or her rights to implement Xeriscape or Florida-friendly landscape, as defined in §373.185 (1), Florida Statutes.

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S. Cable Television. Declarant (or its successor or assigns) shall have the right to install, or enter into a bulk rate contract for the installation of, a cable television system providing cablevision entertainment to the Lots. Any such agreement for cable television services may provide that basic services shall be mandatory for all Lot Owners and each Owner will be assessed its prorate share of such basic service. If any Lot Owner elects other service it remains responsible for its prorata share of the Declarant negotiated bulk rate contract services in addition to the cost of the Lot Owner's selected service. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under Common Property and Residential Property necessary to provide such cable television services to all Owners of Lots; provided, however, such easements shall be reasonably located by the Declarant so as to not unreasonably impair the value of use of the Property or the Lots.

T. Screened-In Enclosures, Decks, Spa Areas, and Fences. The composition, location, color, and height of screened-in-enclosures, decks, spa areas, fences and walls, or changes thereto, must be approved by the ARC prior to installation in accordance with standards and requirements set by the ARC from time to time. The ARC is under no obligation whatsoever to approve any fences.

U. Mailboxes. All mailboxes must be of a type as approved by the ARC and are subject to standards of maintenance established by the ARC.

V. Trees. Removal of existing trees and shrubbery from any Lot shall not be permitted without ARC approval and without replacing with landscaping of an equivalent or higher quality.

W. Air Conditioners. No window air conditioning units shall be permitted. Permanently mounted wall air conditioning units shall not be permitted unless first approved by the ARC.

X. Signs. No sign of any kind shall be displayed to the public view on any Lot or dwelling, except those which shall be in compliance with the guidelines established by the ARC. The ARC shall have the right to establish guidelines so as to require a uniform standard for signs in the Properties. "For Sale" or "For Lease" signs shall not be displayed in the windows of any Townhome. Such signs shall be displayed on the community bulletin board or as otherwise provided in guidelines established by the ARC.

Y. Lighting. Exterior lighting shall be installed and maintained in accordance with the guidelines of the ARC. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Lots.

Z. Window Treatments. All dwellings shall maintain appropriate window treatments at all times on windows that are visible from off of the Lot. Such treatments shall be of a type in keeping with the Community-Wide Standard. No newspaper, aluminum foil, reflective film, sheets, nor any other material shall be placed over the windows of any Townhome.

AA. Basketball Goals. No permanent basketball goals, nor any type of basketball goal that is affixed to the Lot or dwelling, shall be allowed on a Lot.

BB. Flags. Owners may display one portable, removable, United States flag on their Lot if displayed in a respectful manner. No other flags shall be permitted unless approved by the ARC or

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otherwise protected under federal or state law or regulations.

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CC. Garage, Yard, or Estate Sales. No garage, yard, or estate sales shall be permitted within the Association's Properties or upon an Owner's Lot.

DD. Golf Cart Storage. In an effort to maintain the integrity of the community each Owner shall store his/her personally owned golf cart in the Owner's garage. Golf carts shall not remain in view of the general public at or near a Townhome for periods of longer than one (1) hour. Golf carts shall not be stored on the Townhome patio area (the 10' behind each Townhome).

EE. Compliance With Emerald Greens Golf and Country Club Rules and Regulations. Each Owner, by virtue of his/her required minimum Social membership to the Emerald Greens Golf and Country Club shall be subject to and agrees to abide by the rules of Emerald Greens Golf and Country Club.

Section 3. Additional Rules and Regulations. Rules and regulations concerning and governing the Properties or any portion thereof may be adopted, amended or repealed, from time to time by the board of Directors of the Association, and the board of Directors may establish and enforce penalties for the infraction thereof, including without limitation the levying and collecting of fines for the violation of any of such rules and regulations. The Association's initial Rules and Regulations are attached hereto as Exhibit "D". Any conflict between the Rules and Regulations and the Restrictions Imposed under Section 1 above shall be interpreted in favor of the Restrictions Imposed. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, wherever practical, and shall be enforced as provided in Section 6 & 7 below.

Section 4. Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.

Section 5. Golf and Tennis Play At Emerald Greens Club. Each Townhome owner shall comply with following with regard to the Golf and Tennis play on property adjacent to the Townhomes:

A. Golf Course and Tennis Courts. No Owner shall have any rights, by virtue of ownership of any Townhome, whether or not contiguous to the Golf Course or Tennis facility, of access, entry, or other use of the Golf Course or Tennis facility, which is a private membership activity of Emerald Greens Club. While Owners of Townhomes contiguous to the Golf Course and Tennis facility shall have the right to quiet enjoyment of their property, there shall be no activity on any contiguous Townhome lot that unreasonably distrubs play, or the enjoyment of the Golf Course or Tennis facility, by Members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions within ten (10) feet of the Golf Course.

B. Golf or Tennis Tournaments. In addition to the above restrictions pertaining to the Golf Course and Tennis facility, during any tournament there shall be no construction or other unreasonable activity that, in the judgment of the management of the Golf Course or Tennis facility, disturbs play in, or conduct of, the tournament, including the enjoyment thereof by spectators. The Golf Course and Tennis

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facility management and their designees (e.g., the tournament sponsor) shall be entitled to restrict public rights-of-way and access to other public areas contiguous to or near the Golf Course or Tennis facility during the period of any tournament.

C. Easements. Declarant hereby expressly reserves, for the benefit of the Golf Course and Tennis facility, such easements across the Properties as Declarant may determine to be necessary to permit full use of the Golf Course and Tennis facility by participants and sponsors of the tournaments.

Section 6. Enforcement. Failure of the Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages (mediation, arbitration or litigation), injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend use of Common Areas for any Owner violating these Covenants and Restrictions for a period of time which is the longer of sixty (60) days or the term of continued violation.

Section 7. Fines. In addition to all other remedies, the Association may impose a fine or fines upon an Owner, tenant, guest, invitee or employee for failure to comply with this Declaration, or any rule or regulation promulgated hereunder, provided the following procedures, which are intended to be and remain consistent with those of Chapter 720.305, Florida Statutes, are adhered to:

(a) Notice: The Association shall notify the Owner or other party of the infraction or infractions. Included in the notice shall be the date and time of a special hearing at which the fine or fines will be addressed. Such notice shall be provided to the offending party at least fourteen (14) days prior to such hearing.

(b) Hearing: The hearing as set forth above shall be before a committee of at least three (3) Members of the Association appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve of a proposed fine or suspension, it may not be imposed.

(c) Penalties: The Association may impose a fine against the offending party in an amount not to exceed $100.00 per violation. Notwithstanding the aforementioned limitation on fines for violations of this Article, any Owner's violation of the Transfer or Lease restrictions contained herein at Article XVII or any Owner's violation of any provision of this Declaration that constitutes a violation of the Development Agreement, incorporated herein by reference, shall entitle the Association to impose a fine at a rate of $1,000.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, without any limit as to the accumulation of the penalties or fines.

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition of the fine.

(e) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments.

(f) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

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ARTICLE XII - TURNOVER

Section 1. Time of Turnover. The turnover of the Association by the Declarant shall occur at the turnover meeting described in Section 2 below which meeting shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

A. January 1, 2010.

B. Upon voluntary conversion to Class A Membership by the Declarant.

C. When ninety percent (90%) of the Lots (as amended and supplemented from time to time) have been conveyed to Owners other than the Declarant or Builders.

Section 2. Procedure of Calling Turnover Meeting. The purpose of the turnover meeting shall be to elect Directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the turnover meeting.

Section 3. Declarant's Rights. The Declarant shall be entitled to appoint all Members of the Board until the time for Turnover as set forth in Article XII. After turnover of the Association by the Declarant, the Declarant shall have the right to appoint at least one Member of the Board as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots (as amended and supplemented from time to time). Notwithstanding anything contained herein, the limitations described by Article XIII shall remain applicable.

ARTICLE XIII - DECLARANT'S RIGHTS

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, Declarant shall have the following rights described in this Article, and the following restrictions described in this Article shall remain in effect:

A. Declarant may maintain and carry on upon portions of the Common Property such facilities and activities as may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have a non-exclusive easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and dwellings owned by the Declarant and any clubhouse or community center which may be owned by an Association, as models, sales offices, and for lodging and entertainment, respectively, of sales prospects and other business invitees. Builders and Declarant shall have a non-exclusive easement upon and across the Properties for the purpose of installing sales trailers, and maintaining and carrying on construction and sales activities.

B. No person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance

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herewith shall result in such declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

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C. All forms of deeds, and contracts for sale for the subdivision and sale of property in the Properties by any Owner shall be subject to the prior approval of Declarant, which approval shall not be unreasonably withheld. Declarant shall deliver Notice to any Owner of Declarant's approval or disapproval of all such materials and documents within fifteen (15) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such fifteen (15) day period, Declarant shall be deemed to have waived any objections to such material and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

D. Until turnover, the Board or the Association shall have no authority to, and shall not, undertake any action which shall:

(1) decrease the level of maintenance services of the Association performed by the initial Board as specified in the Articles of Incorporation of the Association;

(2) change the Membership of the ARC or diminish its powers as stated herein;

(3) alter or amend any Declaration, any subsequent Amendment thereto, the Articles or By-Laws of the Association;

(4) terminate or waive any rights of the Association under this Declaration;

(5) accept the conveyance, lease, Mortgage, alienation or pledge of any real or personal property of the Association;

(6) terminate or impair in any fashion any easements, powers or rights of the Declarant;

(7) restrict the Declarant's right of use, access and enjoyment of any of the Properties; or

(8) cause the Association to default on any obligation of it under any contract or this Declaration, unless the Declarant consents in writing to the prohibited action. The Declarant's consent shall be exercised by its appointee on the Board or other person designated to so act by Declarant.

E. Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right of the Declarant beyond that contained herein.

F. This Article may not be amended without the express written consent of the Declarant.

ARTICLE XIV - INSURANCE AND CASUALTY LOSSES

Section 1. Insurance on Common Area and Other Coverages. The Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Area. The Association shall maintain the following types of insurance, to the extent that such insurance is

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reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage shall be paid by the Association as a common expense. Notwithstanding any of the specific insurance requirements specified in this Article, the Association may also consider in determining the types and amount of insurance it needs to obtain, the then-existing requirements of HUD, VA, FNMA, and FHLMC with respect to their insurance, guaranty, or purchase of First Mortgages secured by Lots.

A. Common Area Property Insurance - A policy of property insurance coverage all insurable improvements located on the Common Area and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation, excavation and other matters normally excluded from coverage. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

(1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(2) such other risks as shall customarily be covered with respect to projects similar in construction, location and use including all perils normally covered by the standard "all risk" endorsement, where such is available.

B. Liability Insurance - A comprehensive policy of public liability insurance covering all of the Common Area, insuring the Association in an amount not less than $1,000,000.00 covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, liability for property of others, host liquor liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be required by private institutional mortgage investors with respect to projects similar in construction, location and use.

C. Fidelity Insurance - A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase or maintain such insurance at its own expense.

D. Flood Insurance- If the Common Area, or any portion thereof, is located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage is available under the National Flood Insurance Program, then such a policy of flood insurance in an amount at least equal to the lesser of:

(1) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

(2) one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

E. Other Insurance - In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available.

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Section 2. General Provisions of Insurance Policies. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association.

Section 3. Premiums. Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Annual Assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total, unless caused by the negligence of any party, in which case the negligent party shall bear the entire deductible.

Section 4. Damage and Destruction.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive manner consistent with the Community-Wide Standard.

Section 5. Disbursement of Proceeds. If the damage or destruction of Common Areas for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the

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Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

Section 6. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 7. Insurance to be Maintained by Owners. By taking title to a Lot and Dwelling subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that the Owner shall maintain at all times: (i) appropriate property casualty insurance coverage on Owner's Dwelling, Lot and all other improvements thereto, (ii) appropriate liability insurance, (iii) flood insurance if the Owner' Lot, or any portion thereof, is located within an area identified as having special flood hazards, and (iv) insurance coverage on the furnishings and other items of personal property belonging to Owner. Such insurance premiums shall be paid by the individual Townhome Owner.

Immediately after damage or destruction by fire or other casualty to all or any part of the of a Townhome Owner's Dwelling required to be covered by insurance written in the name of an Owner, the Owner shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed items. Each Owner must repair or reconstruct the interior of Owner's dwelling to the condition that the dwelling was in prior to the casualty. In such case, said Owner shall make such repairs or reconstruction as necessary to preserve any party walls and the integrity of the Townhome Building and adjacent, attached, Dwellings.

ARTICLE XV - NO PARTITION

Except as is permitted in the Declaration or Amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person or entity acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XVI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings and Townhome buildings upon the Properties and placed on the subdividing line between the Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire of Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it;

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and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law.
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Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

ARTICLE XVII - TRANSFERS

Section 1. Conveyances, Sales, Rentals, Leases and Transfers

In order to insure a community of congenial residents and occupants and protect the value of the Townhomes and to further the continuous harmonious development of the Townhome community, the sale, leasing, rental and transfer of Units, by any Owner other than the Declarant, shall be subject to the following provisions.

Section 2. Conveyances, Sales and Transfers. Prior to sale, conveyance or any other transfer of any Townhome to any person or artificial entity, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within 15 days from receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale within 15 days, the failure to act as aforesaid shall be considered approval of the sale.

Section 3. Rental or Lease. No lease may be made for less than six (6) months. A Townhome shall not be leased or rented without first submitting a copy of the proposed lease and the name and address of the person to whom the proposed lease is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within 15 days from receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed lease, in writing, and shall notify the Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed lease within 15 days, the failure to act as aforesaid shall be considered approval of the lease.

A. The Townhome Owner shall provide the Association with a copy of the final lease agreement and subsequent amendments thereto within 5 days of execution; and

B. A lease or rental shall not release the member from any obligation under this Declaration.

C. If the lessee is a corporation or other artificial entity, the approval may be conditioned upon the approval by the Board of Directors of all occupants of the Townhome.

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Section 4. Unauthorized Transfers Void. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

Section 5. Withholding Consent. The Board of Directors of the Association shall have the right to condition its consent and approval of prospective Owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise or otherwise in the event the prospective unit owner or lessee, by being such a Unit Owner or lessee, would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or the Exhibits thereto. Upon the transferee's or transferor's presenting the Board sufficient written proof of satisfying any such conditions, as determined in the sole discretion of the Board, the Board it will timely consent to the transfer.

Section 6. Exculpatory Clause. The Association and any management firm, their respective agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Association and/or any management firm, their agents or employees shall never be required to specify any reason for disapproval.

Section 7. Transfer Fee. The Association shall require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or transfer for the purpose of defraying the Association's expenses in providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee. Said transfer fee shall be a reasonable fee to be set from time to time by the Association, which such fee shall not exceed the maximum fee allowed by law.

Section 8. Foreclosure. The foregoing provisions of this Article shall not apply to a transfer to or purchase by an institutional Mortgagee (its successors or assigns) that acquires its title as a result of owning a mortgage upon the Townhome concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee (its successors or assigns) that so acquires its title. Neither shall such provisions apply to the Declarant (its successors or assigns) and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Townhome without complying with the provisions of this Article, and without the approval of the Association, and without payment of any screening fee.

Section 9. Evidence of Approval. Any approval by the Board of Directors pursuant to this Article shall be conveyed in a manner determined by the Board of Directors.

Section 10. Fines. The Association may impose a fine against the offending party in an amount not to exceed $1,000.00 per violation of this Article by any Owner. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, without any limit as to the accumulation of the amount of the penalty or fine.

ARTICLE XVIII - GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods.

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The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Voting Members representing three-fourth (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution.

Said certificate shall be recorded in the Public Records of Hillsborough County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of the Association shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2. Amendments by Members. This Declaration may be amended in whole or part upon the affirmative vote of 2/3 of the total Lot Owners present in person or by proxy at a duly called meeting of the Association. No such Amendment shall be effective until such time as it is recorded in the Public Records of Hillsborough County, Florida.

Notwithstanding anything above contained to the contrary, no Amendment shall be valid without the consent of the Declarant as long as there remains a Class B Membership. No Amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No Amendment may impair the validity or priority of the lien of any Mortgages held by a Mortgagee or impairs the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 3. Amendment by Declarant. Until such time as turnover occurs pursuant to Article XII herein, the Declarant specifically reserves for itself, its successors and assigns, and to the Association, the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration provided that in doing so, Declarant shall not adversely affect the rights of Owners and the Association under this Declaration.

Section 4. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns in relation to its rights as set forth in Article V herein, the Phase I Association provided the Association fails to enforce following written notice from the Phase I Association, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Declarant

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to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection or sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the By-Laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable federal or state law, nor shall the Association perform any acts which violate federal, state or local law.

Section 9. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 10. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

Section 11. HUD, FHA or VA. Notwithstanding anything else contained in this Declaration to the contrary, as long as there exists a Class B Membership, the following actions will require prior HUD, FHA, or VA approval:

a) Annexation of any additional properties;

b) Dedication of any Common Areas or Properties;

c) Any Amendment of the Articles of Incorporation, Bylaws, and this Declaration.

d) Dissolution of the Association.

NEITHER DECLARANT, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION PONDS AND DRAINAGE EASEMENTS OR ANY PART OF THE

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STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT, AND THE ASSOCIATION FROM ANY LIABILIYT INCONNECTION THEREWITH.

NEITHER DECLARANT, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE LISTED PARTIES) SHALL BE LIABILE FOR, OR RESPONSIBLE FOR, MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR THE USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT POND BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

IN WITNESS WHEREOF, this Declaration is executed on the date as set forth above.

EMERALD GREENS AT CARROLLWOOD, L.L.C., a Florida limited liability company

"DECLARANT"

WITNESSES:

(Print Name): Rick W Short

(Print Name): SANDRA L. YANCEY

By: COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager

By: Frank R. Hayden, President
Dated: 1/10/05

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By: ERALAD CAPITAL, INC., a Florida corporation, Co-Manager

(Print Name) Frank R. Hayden

Sandra L. Yancey

(Print Name): SANDRA L. YANCEY

By: James F. Manley, President

Dated: 1/10/05

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING instrument was acknowledged before me this 10th day of January, 2005 by Frank R. Hayden, President of Commercial Construction Management Services, Inc., the Co-Manager of EMERALD GREENS, L.L.C., who is personally known to me or ~~produced identification (type of identification produced)~~ _____ and who did not take an oath.

SANDRA L. YANCEY
MY COMMISSION # DD 305086
EXPIRES: March 29, 2008
Bonded Thru Notary Public Underwriters

Sandra L. Yancey
Printed Name: SANDRA L. YANCEY
Notary Public - State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING instrument was acknowledged before me this 10th day of January, 2005 by James F. Manley, President of Eralad Capital, Inc., the Co-Manager of EMERALD GREENS, L.L.C., who is personally known to me or ~~produced identification (type of identification produced)~~ _____ and who did not take an oath.

SANDRA L. YANCEY
MY COMMISSION # DD 305086
EXPIRES: March 29, 2008
Bonded Thru Notary Public Underwriters

Sandra L. Yancey
Printed Name: SANDRA L. YANCEY
Notary Public - State of Florida
My Commission Expires:

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EXHIBIT "A"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATIONS, INC.

PROPERTY SUBJECT TO THIS DECLARATION

Lots 1 through 56 according to the Plat of The Villas of San Marino at Carrollwood recorded at Plat Book 105, Page 144 in the public records of Hillsborough County, Florida.

[A metes and bounds legal description of the land encompassing all the subject lots and sketches of the platted lots are attached hereto for further reference.]

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THE VILLAS OF SAN MARINO AT CARROLLWOOD

SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

LEGAL DESCRIPTION:

For a point of reference commence at the Northeast corner of the Northwest 1/4 of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida, and run thence S 00°04'02" W, along the East boundary of the Northeast 1/4 of said Northwest 1/4 of Section 4, a distance of 1539.15 feet to a point marking the Southeast corner of the said Northeast 1/4 of the Northwest 1/4 of Section 4; thence run S 00°06'58" W, along the East boundary of the Southeast 1/4 of the said Northwest 1/4 of Section 4 and a Southerly extension thereof a distance of 1754.61 feet to a point on the Northerly right-of-way line of North Village Drive; thence run S 12°43'13" W, a distance of 108.60 feet to a point on the Southerly right-of-way line of the said North Village Drive; thence run N 52°07'01" W along the said Southerly right-of-way line of North Village Drive, a distance of 2.95 feet to a point of curvature of a curve to the left, having a radius of 450.00 feet, thence run Northwesterly, 234.00 feet along the arc of said curve, a chord bearing and distance of N 67°00'50" W, 231.37 feet to a point of tangency; thence continuing along the said Southerly right-of-way line, run N 81°54'38" W, a distance of 340.70 feet to a point of curvature of a curve to the right, having a radius of 700.00 feet; thence run Northwesterly, 417.95 feet along the arc of said curve, a chord bearing and distance of N 64°48'21" W, 411.77 feet to a point of reverse curvature; thence run Westerly, 37.37 feet along the arc of a curve to the left, having a radius of 25.00 feet and a chord bearing and distance of S 89°28'29" W, 33.99 feet to a point of tangency; thence run S 46°39'00" W, a distance of 0.70 feet; thence run N 43°21'00" W, a distance of 3.14 feet for a POINT OF BEGINNING; thence run S 46°55'30" W, a distance of 17.39 feet to a point of curvature of a curve to the left having a radius of 288.49 feet; thence run 102.61 feet along the arc of said curve, through a central angle of 20°22'45", chord length of 102.07 feet, chord bearing of S 57°06'52" W to a point of tangency; thence run S 67°18'14" W, a distance of 43.82 feet to a point of curvature of a curve to the left having a radius of 22.00 feet; thence run 23.46 feet along the arc of said curve, through a central angle of 61°05'59", chord length of 22.36 feet, chord bearing of S 36°45'15" W to a point of tangency; thence run S 06°12'15" W, a distance of 39.71 feet to a point of curvature of a curve to the left having a radius of 20.00 feet; thence run 21.91 feet along the arc of said curve, through a central angle of 62°46'19", chord length of 20.83 feet, chord bearing of S 25°10'55" E to a point of tangency; thence run S 56°34'04" E, a distance of 77.26 feet to a point of curvature of a curve to the right having a radius of 27.00 feet; thence run 15.33 feet along the arc of said curve, through a central angle of 32°31'28", chord length of 15.12 feet, chord bearing of S 72°49'48" E to the end of said curve; thence run N 00°54'28" E, a distance of 99.25 feet; thence run S 89°05'32" E, a distance of 114.67 feet; thence run S 00°54'28" W, a distance of 99.25 feet; thence run S 89°05'32" E, a distance of 10.00 feet; thence run N 00°54'28" E, a distance of 99.25 feet; thence run S 89°05'32" E, a distance of 114.67 feet; thence run S 00°54'28" W, a distance of 99.25 feet; thence run S 89°05'32" E, a distance of 20.14 feet to the point of curvature of a curve to the right having a radius of 67.00 feet; thence run 99.69 feet along the arc of said curve, through a central angle of 85°14'09", chord length of 90.74 feet, chord bearing of S 46°28'02" E to the end of said curve; thence run S 89°05'32" E, a distance of 99.48 feet; thence run S 00°54'28" W, a distance of 114.67 feet; thence run n 89°05'32" W, a distance of 99.25 feet; thence run S 00°54'28" W, a distance of 10.00 feet; thence run S 89°05'32" E, a distance of 99.25 feet; thence run S 00°54'28" W, a distance of 114.67 feet; thence run N 89°05'36" W, a distance of 99.25 feet; thence run S 00°54'28" W, a distance of 6.39 feet to a point of curvature of a curve to the right, having a radius of 67.00 feet; thence run 105.24 feet along the arc of said curve through a central angle of 90°00'00", chord length of 94.75 feet, chord bearing of S 45°54'28" W to a point of tangency; thence run N 89°05'32" W, a distance of 72.88 feet to a point of curvature of a curve to the left, having a radius of 27.00 feet; thence run 19.52 feet along the arc of said curve through a central angle of 41°25'45", chord length of 19.10 feet, chord bearing of S 70°11'35" W to a point of tangency; thence run S 49°28'43" W, a distance of 17.10 feet; thence run S 40°31'17" E, a distance of 99.25 feet; thence run S 49°28'48" W, a distance of 114.67 feet; thence run N 40°31'17" W, a distance of 98.77 feet to a point of curvature of a non-tangent curve to the left, having a radius of 1530.00 feet; thence run 16.01 feet along the arc of said curve through a central angle of 00°35'59", chord length of 16.01 feet, chord bearing of S 47°44'44" W to the end of said curve; thence run S 44°36'06" E, a distance of 98.28 feet; thence run S 45°23'54" W, a distance of 114.67 feet; thence run N 44°36'06" W, a distance of 98.08 feet to a point of curvature of a non-tangent curve to the left, having a radius of 1530.00 feet; thence run 18.87 feet along the arc of said curve through a central angle of 00°42'23", chord length of 18.87 feet, chord bearing of S 42°47'51" W to the end of said curve; thence run S 50°27'48" E, a distance of 97.42 feet; thence run S 39°32'14" W, a distance of 114.67 feet; thence run N 50°27'46" W, a distance of 98.94 feet to a point of curvature of a non-tangent curve to the left, having a radius of 1530.00 feet; thence run 16.94 feet along the arc of said curve through a central angle of 00°38'04", chord length of 16.94 feet, chord bearing of S 37°49'53" W to the end of said curve; thence run S 55°03'32" E, a distance of 99.25 feet; thence run S 34°56'28" W, a distance of 114.67 feet; thence run N 55°03'32" W, a distance of 100.50 feet; thence run S 34°31'58" W, a distance of 9.54 feet to a point of curvature of a curve to the left, having a radius of 17.00 feet; thence run 23.73 feet along the arc of said curve through a central angle of 79°57'45", chord length of 21.85 feet, chord bearing of S 05°27'44" E to a point of reverse curvature of a curve to the right, having a radius of 46.00 feet; thence run 151.62 feet along the arc of said curve through a central angle of 188°51'02", chord length of 91.73 feet, chord bearing of S 48°58'55" W to a point of compound curvature of a non-tangent curve to the right, having a radius of 52.47 feet; thence run 51.31 feet along the arc of said curve through a central angle of 56°01'55", chord length of 49.29 feet, chord bearing of N 06°30'58" E to a point of tangency; thence run N 34°31'56" E, a distance of 106.64 feet to a point of curvature of a curve to the right, having a radius of 1562.00 feet; thence run 260.03 feet along the arc of said curve through a central angle of 09°32'17", chord length of 259.73 feet, chord bearing of N 39°18'04" E to a point of reverse curvature; thence run 58.10 feet along the arc of a curve to the left, having a radius of 25.00 feet, through a central angle of 133°09'45", chord length of 45.88 feet, chord bearing of N 22°30'39" W to a point of tangency; thence run N 89°05'32" W, a distance of 98.70 feet to a point of curvature of a curve to the left, having a radius of 25.00 feet; thence run 39.27 feet along the arc of said curve through a central angle of 90°00'00", chord length of 35.36 feet, chord bearing of S 45°54'28" W to the end of said curve; thence run N 89°05'32" W, a distance of 24.00 feet to a point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet; thence run 39.27 feet along the arc of said curve through a central angle of 90°00'00", chord length of 35.36 feet, chord bearing of N 44°05'32" W to a point of tangency; thence run N 89°05'32" W, a distance of 32.47 feet to a point of curvature of a curve to the left, having a radius of 25.00 feet; thence run 27.22 feet along the arc of said curve through a central angle of 62°23'28", chord length of 25.90 feet, chord bearing of S 59°42'44" W to a point of tangency; thence run S 28°31'00" W, a distance of 239.13 feet to a point of curvature of a curve to the right, having a radius of 150.00 feet; thence run 39.20 feet along the arc of said curve through a central angle of 14°58'25", chord length of 39.09 feet, chord bearing of S 36°00'13" W to a point of tangency; thence run S 43°29'25" W, a distance of 7.02 feet to a point of curvature of a curve to the left, having a radius of 25.00 feet; thence run 44.36 feet along the arc of said curve through a central angle of 101°39'59", chord length of 38.77 feet, chord bearing of S 07°20'35" E to the end of said curve; thence run S 31°49'26" W, a distance of 24.00 feet; thence run N 58°10'34" W, a distance of 92.23 feet to a point of curvature of a non-tangent curve to the right, having a radius of 160.00 feet; thence run 18.24 feet along the arc of said curve through a central angle of 06°31'48", chord length of 18.23 feet, chord bearing of N 40°40'26" E to a point of tangency; thence run N 43°56'20" E, a distance of 7.81 feet to a point of curvature of a curve to the left, having a radius of 140.00 feet; thence run 7.79 feet along the arc of said curve through a central angle of 03°11'14", chord length of 7.79 feet, chord bearing of N 42°20'43" E to the end of said curve; thence run N 55°46'19" W, a distance of 98.61 feet; thence run N 34°11'41" E, a distance of 114.67 feet; thence run S 55°46'19" E, a distance of 98.78 feet; thence run N 33°45'26" E, a distance of 24.20 feet to a point of curvature of a curve to the left, having a radius of 42.00 feet; thence run 3.66 feet along the arc of said curve through a central angle of 04°59'52", chord length of 3.66 feet, chord bearing of N 31°00'58" E to a point of tangency; thence run N 28°31'00" E, a distance of 7.18 feet; thence run N 61°29'00" W, a distance of 99.25 feet; thence run N 28°31'00" E, a distance of 114.67 feet; thence run S 61°29'00" E, a distance of 99.25 feet; thence run N 28°31'00" E, a distance of 12.72 feet to a point of curvature of a curve to the left, having a radius of 108.00 feet; thence run 59.83 feet along the arc of said curve through a central angle of 32°20'14", chord length of 59.03 feet, chord bearing of N 12°20'53" E to the end of said curve; thence run S 82°45'00" W, a distance of 105.59 feet; thence run N 07°15'00" W, a distance of 114.67 feet; thence run N 82°45'00" E, a distance of 100.18 feet to a point of curvature of a non-tangent curve to the right, having a radius of 306.00 feet; thence run 10.94 feet along the arc of said curve through a central angle of 02°02'55", chord length of 10.94 feet, chord bearing of N 01°45'57" W to the end of said curve; thence run N 89°05'32" W, a distance of 99.38 feet; thence run N 00°54'28" E, a distance of 114.67 feet; thence run S 89°05'32" E, a distance of 99.25 feet; thence run N 00°54'28" E, a distance of 11.83 feet; thence run N 79°00'39" W, a distance of 106.30 feet; thence run N 10°59'21" E, a distance of 114.67 feet; thence run S 79°00'39" E, a distance of 105.46 feet to a point of curvature of a non-tangent curve to the right, having a radius of 209.00 feet; thence run 14.40 feet along the arc of said curve through a central angle of 03°56'54", chord length of 14.40 feet, chord bearing of N 27°39'49" E to the end of said curve; thence run N 46°41'31" W, a distance of 104.79 feet; thence run N 43°18'29" E, a distance of 114.67 feet; thence run S 46°41'31" E, a distance of 109.33 feet to a point of curvature of a non-tangent curve to the right, having a radius of 209.00 feet; thence run 68.90 feet along the arc of said curve through a central angle of 18°53'22", chord length of 68.59 feet, chord bearing of N 70°57'05" E to a point of tangency; thence run N 80°23'46" E, a distance of 18.58 feet to a point of curvature of a curve to the left, having a radius of 20.00 feet; thence run 25.90 feet along the arc of said curve through a central angle of 74°11'31", chord length of 24.13 feet, chord bearing of N 43°18'00" E to a point of tangency; thence run N 06°12'15" E, a distance of 38.13 feet to a point of curvature of a curve to the right, having a radius of 74.00 feet; thence run 78.91 feet along the arc of said curve through a central angle of 61°05'59", chord length of 75.23 feet, chord bearing of N 36°45'15" E to a point of tangency; thence run N 67°18'14" E, a distance of 43.82 feet to a point of curvature of a curve to the right, having a radius of 236.49 feet; thence run 84.11 feet along the arc of said curve through a central angle of 20°22'45", chord length of 83.67 feet, chord bearing of N 57°06'52" E to a point of tangency; thence run N 46°55'30" E, a distance of 17.14 feet; thence run S 43°21'00" E, a distance of 52.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

For a point of reference commence at the Northeast corner of the Northwest 1/4 of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida, and run thence S 00°04'02" W, along the East boundary of the Northeast 1/4 of said Northwest 1/4 of Section 4, a distance of 1539.15 feet to a point marking the Southeast corner of the said Northeast 1/4 of the Northwest 1/4 of Section 4; thence run S 00°06'58" W, along the East boundary of the Southeast 1/4 of the said Northwest 1/4 of Section 4 and a Southerly extension thereof a distance of 1754.61 feet to a point on the Northerly right-of-way line of North Village Drive; thence run S 12°43'13" W, a distance of 108.60 feet to a point on the Southerly right-of-way line of the said North Village Drive; thence run N 52°07'01" W along the said Southerly right-of-way line of North Village Drive, a distance of 2.95 feet to a point of curvature of a curve to the left, having a radius of 450.00 feet; thence run Northwesterly, 234.00 feet along the arc of said curve, a chord bearing and distance of N 67°00'50" W, 231.37 feet to a point of tangency; thence continuing along the said Southerly right-of-way line, run N 81°54'38" W, a distance of 340.70 feet to a point of curvature of a curve to the right, having a radius of 700.00 feet; thence run Northwesterly, 417.95 feet along the arc of said curve, a chord bearing and distance of N 64°48'21" W, 411.77 feet to a point of reverse curvature of a curve to the left, having a radius of 25.00 feet; thence run Westerly, 37.37 feet along the arc of said curve, a chord bearing and distance of S 89°28'29" W, 33.99 feet to a point of tangency; thence run S 46°39'00" W, a distance of 0.70 feet; thence run N 43°21'00" W, a distance of 0.34 feet; thence run.....

SEE SHEET 3 OF 9 FOR CONTINUATION OF LEGAL

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THE VILLAS OF SAN MARINO AT CARROLLWOOD

SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

EXHIBIT A PAGE 3

CONTINUATION OF LEGAL FROM SHEET 2 OF 9

thence run S 46°17'06" W, a distance of 23.07 feet to a point of curvature of a curve to the left having a radius of 288.49 feet; thence run 102.61 feet along the arc of said curve, through a central angle of 20°22'44", chord length of 102.07 feet, chord bearing of S 57°06'52" W to a point of tangency; thence run S 67°18'14" W, a distance of 43.82 feet to a point of curvature of a curve to the left having a radius of 22.00 feet; thence run 23.46 feet along the arc of said curve, through a central angle of 61°05'59", chord length of 22.36 feet, chord bearing of S 36°45'15" W to a point of tangency; thence run S 06°12'15" W, a distance of 39.71 feet to a point of curvature of a curve to the left having a radius of 20.00 feet; thence run 21.91 feet along the arc of said curve, through a central angle of 62°46'19", chord length of 20.83 feet, chord bearing of S 25°10'55" E to the end of said curve; thence run S 19°43'25" E, a distance of 53.37 feet to the POINT OF BEGINNING; thence run S 56°34'04" E, a distance of 34.56 feet to a point of curvature of a curve to the left, having a radius of 59.00 feet; thence run 33.49 feet along the arc of said curve through a central angle of 32°31'28", chord length of 33.04 feet, chord bearing of S 72°49'48" E to a point of tangency; thence run S 89°05'32" E, a distance of 259.47 feet to a point of curvature of a curve to the right, having a radius of 35.00 feet; thence run 54.98 feet along the arc of said curve through a central angle of 90°00'00", chord length of 49.50 feet, chord bearing of S 44°05'32" E to a point of tangency; thence run S 00°54'28" W, a distance of 240.18 feet to a point of curvature of a curve to the right, having a radius of 35.00 feet; thence run 54.98 feet along the arc of said curve through a central angle of 90°00'00", chord length of 49.50 feet, chord bearing of S 45°54'28" W to a point of tangency; thence run N 89°05'32" W, a distance of 72.88 feet to a point of curvature of a curve to the left, having a radius of 59.00 feet; thence run 42.66 feet along the arc of said curve through a central angle of 41°25'45", chord length of 41.74 feet, chord bearing of S 70°11'35" W to a point of tangency; thence run S 49°28'43" W, a distance of 93.50 feet to a point of curvature of a curve to the left, having a radius of 1562.00 feet; thence run 38.54 feet along the arc of said curve through a central angle of 01°24'49", chord length of 38.54 feet, chord bearing of S 48°46'18" W to a point of reverse curvature of a curve to the right, having a radius of 40.00 feet; thence run 29.91 feet along the arc of said curve through a central angle of 42°50'34", chord length of 29.22 feet, chord bearing of S 69°29'11" W to a point of tangency; thence run N 89°05'32" W, a distance of 260.67 feet to a point of curvature of a curve to the right, having a radius of 25.00 feet; thence run 33.28 feet along the arc of said curve through a central angle of 76°16'02", chord length of 30.87 feet, chord bearing of N 50°57'31" W to a point of tangency; thence run N 12°57'08" W, a distance of 25.33 feet; thence run N 12°28'48" W, a distance of 74.45 feet to a point of curvature of a non-tangent curve to the right, having a radius of 250.00 feet; thence run 40.46 feet along the arc of said curve through a central angle of 09°16'20", chord length of 40.41 feet, chord bearing of N 03°43'42" W to a point of tangency; thence run N 00°54'28" E, a distance of 130.34 feet to a point of curvature of a curve to the right, having a radius of 161.35 feet; thence run 237.48 feet along the arc of said curve through a central angle of 84°19'42", chord length of 216.61 feet, chord bearing of N 39°41'47" E to a point of tangency; thence run N 84°00'28" E, a distance of 2.87 feet to a point of curvature of a curve to the right, having a radius of 25.00 feet; thence run 42.92 feet along the arc of said curve through a central angle of 98°19'43", chord length of 37.85 feet, chord bearing of S 46°51'06" E to the end of said curve; thence run S 89°05'32" E, a distance of 24.00 feet to a point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet; thence run 53.10 feet along the arc of said curve through a central angle of 121°42'23", chord length of 43.87 feet, chord bearing of N 62°34'44" E to the POINT OF BEGINNING.

The above described parcel contains 6.73 acres, more or less.

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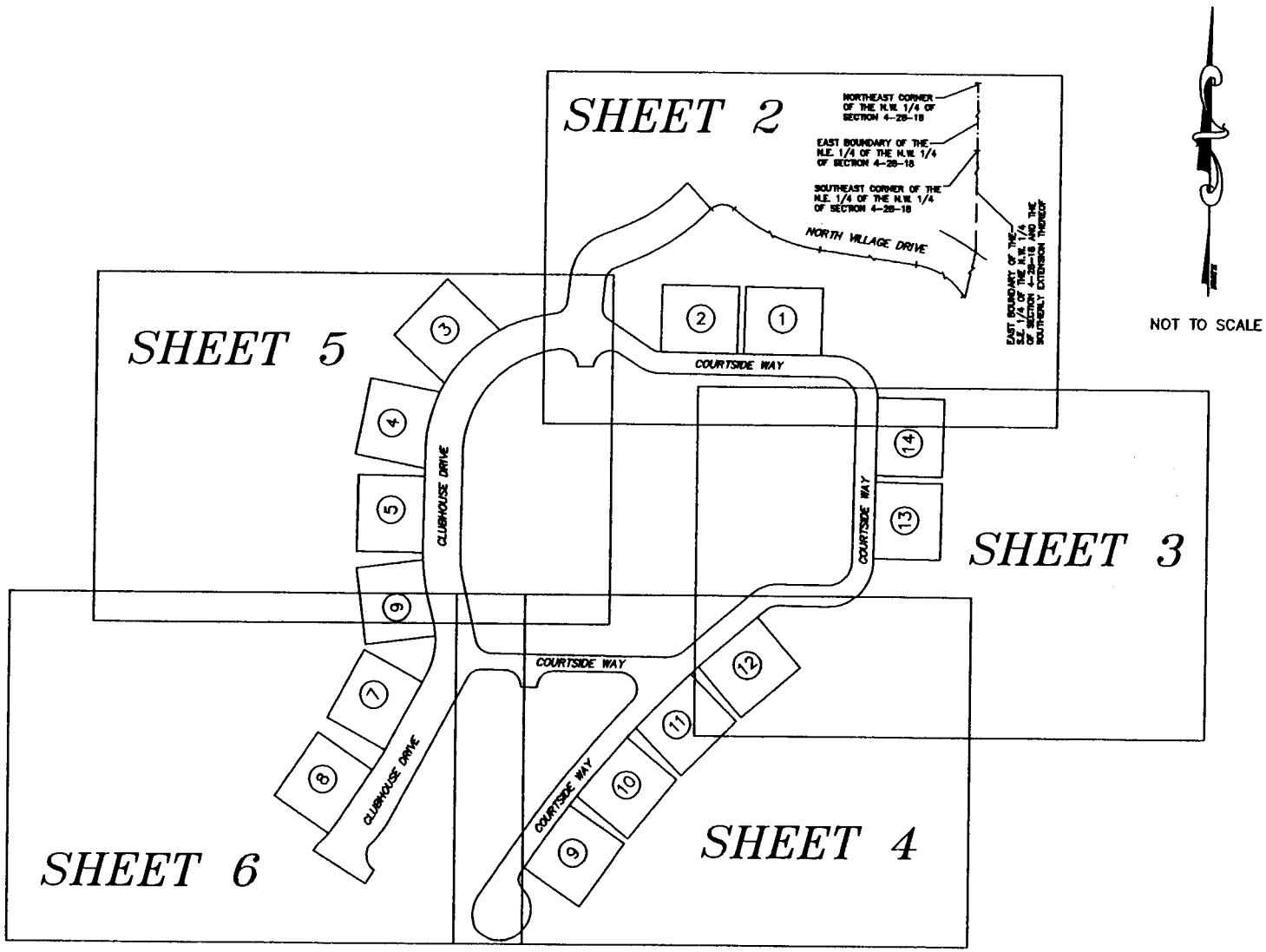
SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

PB	PG
SHEET 4 OF 9	



KEY SHEET

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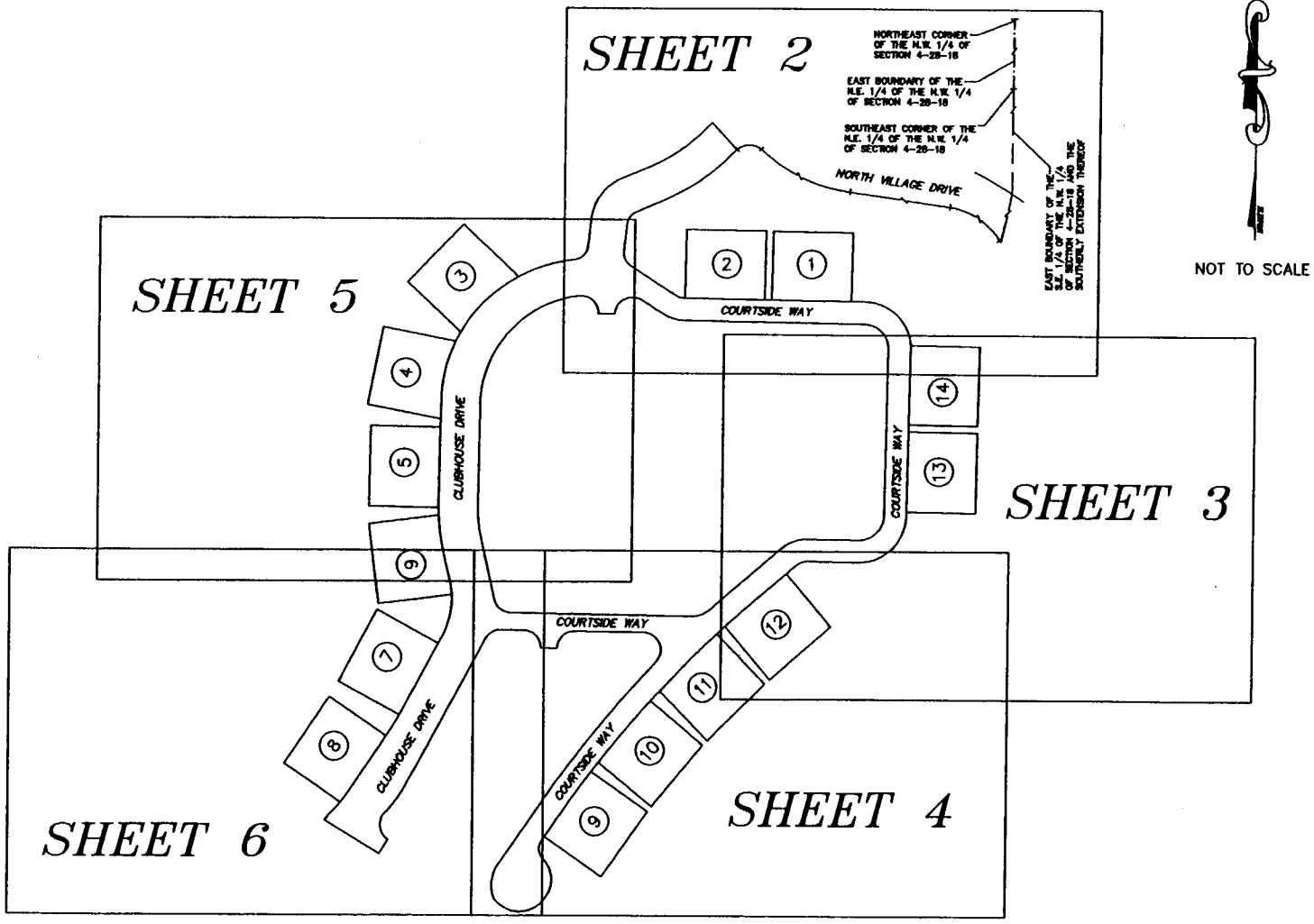
HILLSBOROUGH COUNTY, FLORIDA

PB	PG
SHEET 4 OF 9	



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THE VILLAS OF SAN MARINO AT CARROLLWOOD

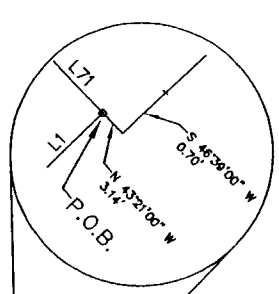
SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

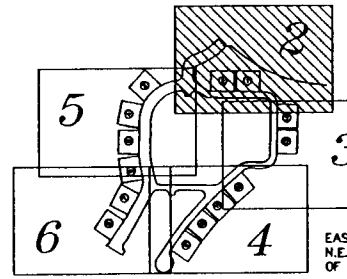
EXHIBIT A PAGE 6

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

LINE DATA TABLE		
LINE	LENGTH	BEARING
L1	17.39'	S46°55'30"W
L2	43.82'	S67°18'14"W
L3	39.71'	S06°12'15"W
L4	77.26'	S56°34'04"E
L5	99.25'	N00°54'28"E
L6	114.67'	S89°05'32"E
L7	99.25'	S00°54'28"W
L8	10.00'	S89°05'32"E
L9	99.25'	N00°54'28"E
L10	114.67'	S89°05'32"E
L11	99.25'	S00°54'28"W
L12	20.14'	S89°05'32"E
L13	99.48'	S89°05'32"E
L67	16.58'	N80°23'46"E
L68	38.13'	N06°12'15"E
L69	43.82'	N67°18'14"E

LINE DATA TABLE		
LINE	LENGTH	BEARING
L70	17.14'	N46°55'30"E
L71	52.00'	S43°21'00"E
L72	34.56'	S56°34'04"E
L73	258.47'	S89°05'32"E
L74	240.18'	S00°54'28"W
L81	2.87'	N84°00'28"E
L82	24.00'	S89°05'32"E
L83	17.27'	S46°55'30"W
L84	43.82'	S67°18'14"W
L85	76.05'	S06°12'15"W
L86	50.42'	S56°34'04"E
L87	259.47'	S89°05'32"E
L100	25.05'	N81°13'19"E
L101	114.67'	S89°05'32"E
L102	114.67'	S89°05'32"E
L112	5.47'	N81°13'19"E





KEY MAP
NOT TO SCALE

P.O.C.
NORTHEAST CORNER OF THE N.W. 1/4 OF SECTION 4-28-18

EAST BOUNDARY OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 4-28-18
S 00°04'02" W 1339.13'

SOUTHEAST CORNER OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 4-28-18

EAST BOUNDARY OF THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 4-28-18 AND THE SOUTHERLY EXTENSION THEREOF
S 00°06'58" W 1754.61'

NORTHERLY RIGHT-OF-WAY LINE

NORTH VILLAGE DRIVE

SOUTHERLY RIGHT-OF-WAY LINE
N 81°34'38" W 340.70'

S 12°43'13" W 108.80'

N 52°07'01" W 2.95'

LEGEND:

R	=	RADIUS
L	=	ARC LENGTH
C	=	CHORD LENGTH
CB	=	CHORD BEARING
P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING
P.R.M.	=	PERMANENT REFERENCE MONUMENT
P.C.P.	=	PERMANENT CONTROL POINT
P.K.	=	PARKER KAYLON
■	=	DENOTES SET IRON ROD & CAP, STAMPED PRM LB #6459
•	=	DENOTES SET PK NAIL & DISK, STAMPED PCP LB #6459

R = 25.00'
L = 37.37'
C = 33.99'
CB = S 89°28'29" W

R = 700.00'
L = 417.95'
C = 411.77'
CB = N 84°48'21" W

R = 450.00'
L = 234.00'
C = 231.37'
CB = N 67°00'50" W

TRACT A

UNPLATTED EMERALD GREENS GOLF COURSE

COURTSIDE WAY

P.O.B. LESS-OUT

S 19°43'25" E 53.37'

FOR CONTINUATION SEE SHEET 5 OF 6

FOR CONTINUATION SEE SHEET 3 OF 6

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C61	12°11'24"	100.00'	21.28'	21.24'	N87°19'01"E
C62	42°49'08"	100.00'	74.73'	73.01'	S77°22'07"E
C63	90°00'00"	67.00'	105.24'	94.75'	S44°05'32"E
C64	04°45'01"	67.00'	5.55'	5.55'	S01°28'02"E
C97	01°49'50"	185.04'	5.91'	5.91'	N80°18'24"E

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	20°22'45"	288.49'	102.61'	102.07'	S57°06'52"W
C2	61°05'59"	22.00'	23.46'	22.36'	S36°45'15"W
C3	62°46'19"	20.00'	21.91'	20.83'	S25°10'55"E
C4	32°31'28"	27.00'	15.33'	15.12'	S72°49'48"E
C5	85°14'59"	67.00'	99.69'	90.74'	S46°28'02"E
C27	18°53'22"	209.00'	68.90'	68.59'	N70°57'05"E
C28	74°11'31"	20.00'	25.90'	24.13'	N43°18'00"E
C29	61°05'59"	74.00'	78.91'	75.23'	N36°45'15"E
C30	20°22'45"	236.49'	84.11'	83.67'	N57°06'52"E
C31	32°31'28"	59.00'	33.49'	33.04'	S72°49'48"E

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C32	90°00'00"	35.00'	54.98'	49.50'	S44°05'32"E
C39	84°19'42"	161.35'	237.48'	216.61'	N39°41'47"E
C40	98°19'43"	25.00'	42.92'	37.85'	S46°51'06"E
C41	121°42'23"	25.00'	53.10'	43.67'	N62°34'44"E
C42	20°22'45"	262.49'	93.38'	92.87'	S57°06'52"W
C43	61°05'59"	48.00'	51.18'	48.80'	S36°45'15"E
C44	30°37'43"	100.00'	53.46'	52.82'	S71°16'25"E
C45	32°31'28"	47.00'	26.68'	26.32'	S72°49'48"E
C46	90°00'00"	47.00'	73.83'	66.47'	S44°05'32"E
C60	79°51'44"	185.04'	257.92'	237.55'	N41°17'27"E

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THE VILLAS OF SAN MARINO AT CARROLLWOOD

SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

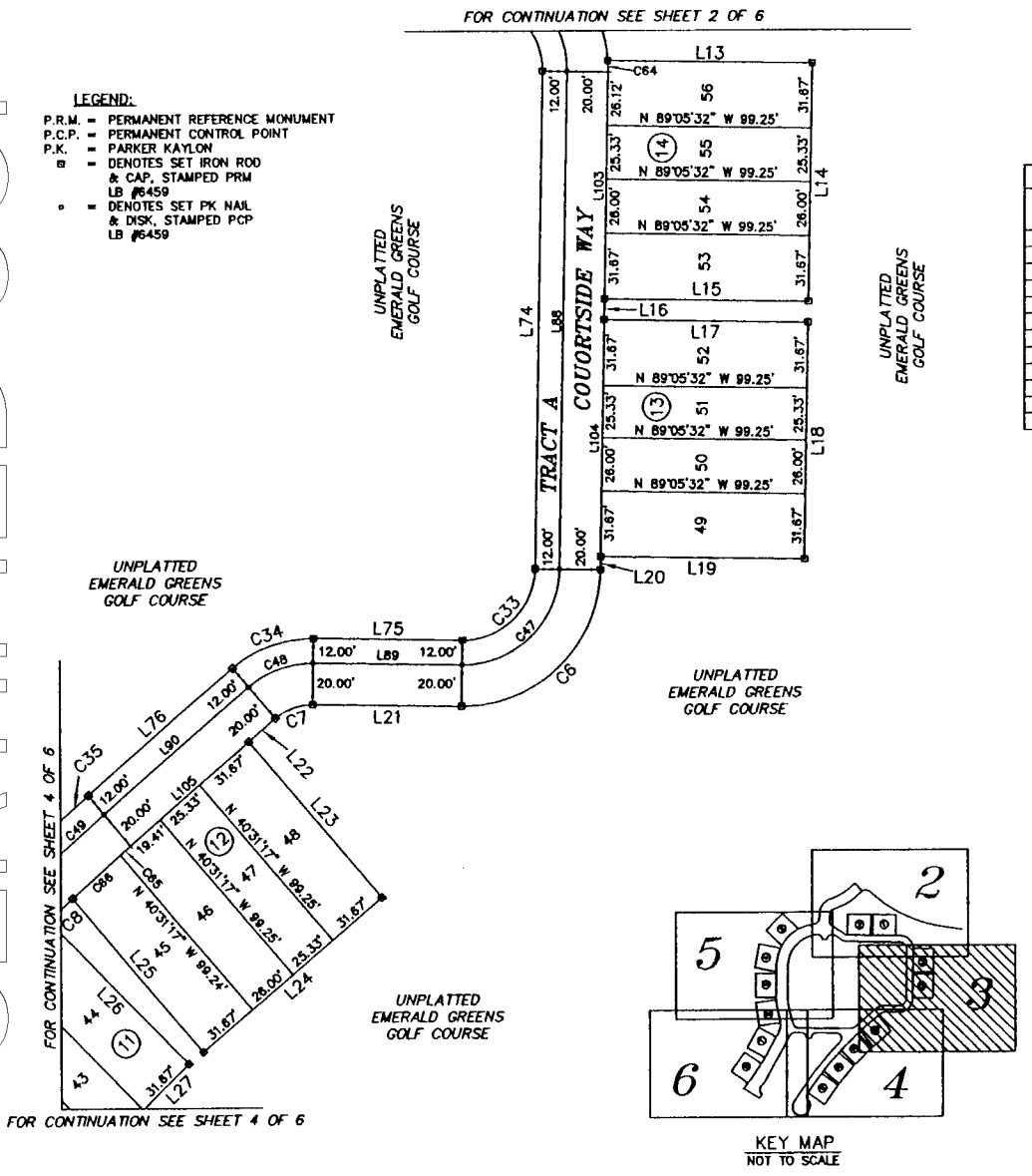
PB	PG
SHEET 6 OF 9	

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

EXHIBIT A PAGE 7

FOR CONTINUATION SEE SHEET 2 OF 6

LEGEND:
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- P.K. = PARKER KAYLON
- ■ = DENOTES SET IRON ROD & CAP, STAMPED PRM LB #6459
- ○ = DENOTES SET PK NAIL & DISK, STAMPED PCP LB #6459



KEY MAP
NOT TO SCALE

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C6	90°00'00"	67.00'	105.24'	94.75'	S45°54'28"W
C7	41°25'45"	27.00'	19.52'	19.10'	S70°11'35"W
C8	00°35'59"	1530.00'	16.01'	16.01'	S47°44'44"W
C33	90°00'00"	35.00'	54.98'	49.50'	S45°54'28"W
C34	41°25'45"	58.00'	42.66'	41.74'	S70°11'35"W
C35	01°24'49"	1562.00'	38.54'	38.54'	S48°46'18"W
C47	90°00'00"	47.00'	73.83'	66.47'	S45°54'28"W
C48	41°25'45"	47.00'	33.98'	33.25'	S70°11'35"W
C49	03°28'57"	1550.00'	94.21'	94.19'	S47°44'15"W
C64	04°45'01"	67.00'	5.55'	5.55'	S01°28'02"E
C65	00°14'49"	1530.00'	6.59'	6.59'	S49°31'17"W
C66	01°11'10"	1530.00'	31.67'	31.67'	S48°38'19"W

LINE DATA TABLE		
LINE	LENGTH	BEARING
L13	99.48'	S89°05'32"E
L14	114.67'	S00°54'28"W
L15	99.25'	N89°05'32"W
L16	10.00'	S00°54'28"W
L17	99.25'	S89°05'32"E
L18	114.67'	S00°54'28"W
L19	99.25'	N89°05'32"W
L20	6.39'	S00°54'28"W
L21	72.88'	N89°05'32"W
L22	17.10'	S49°28'43"W
L23	99.25'	S40°31'17"E
L24	114.67'	S49°28'46"W
L25	98.77'	N40°31'17"W
L26	98.28'	S44°36'06"E
L27	114.67'	S45°23'54"W
L74	240.18'	S00°54'28"W
L75	72.88'	N89°05'32"W
L76	93.50'	S49°28'43"W
L88	240.18'	S00°54'28"W
L89	72.88'	N89°05'32"W
L90	93.50'	S49°28'43"W
L103	109.12'	S00°54'28"W
L104	114.67'	S00°54'28"W
L105	75.41'	S49°28'43"W

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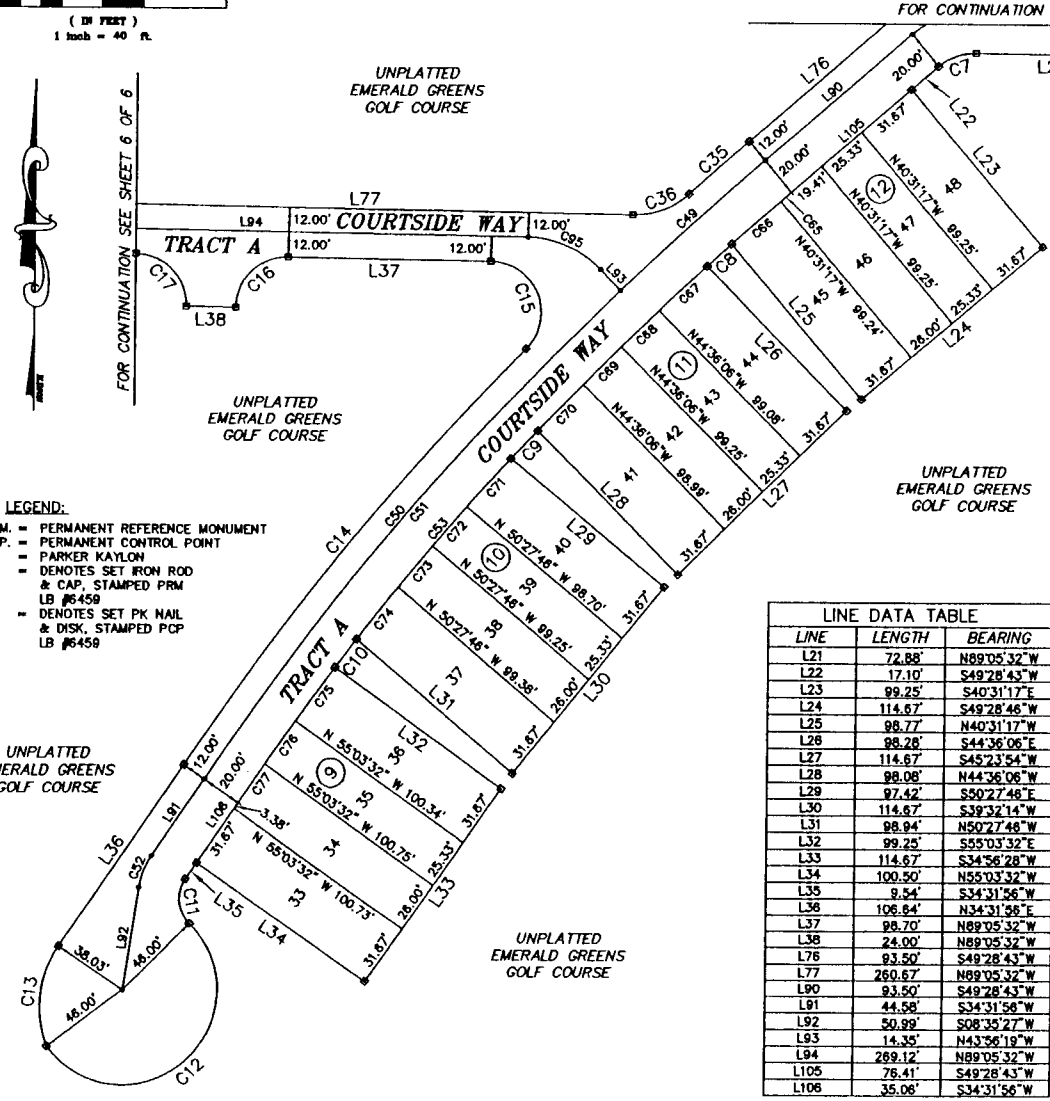
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.



LEGEND:

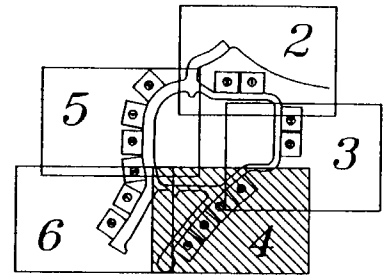
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
P.K. = PARKER KAYLON
■ = DENOTES SET IRON ROD & CAP, STAMPED PRM LB #6459
• = DENOTES SET PK NAIL & DISK, STAMPED PCP LB #6459

CURVE DATA TABLE

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	90°00'00"	67.00'	105.24'	94.75'	S45°54'28"W
C2	41°25'45"	27.00'	19.52'	19.10'	S70°11'35"W
C3	00°35'59"	1530.00'	16.01'	16.01'	S47°44'44"W
C4	00°42'23"	1530.00'	18.87'	18.87'	S42°47'51"W
C5	00°38'04"	1530.00'	16.94'	16.94'	S37°49'53"W
C6	79°57'45"	17.00'	23.73'	21.85'	S05°27'44"E
C7	188°51'02"	46.00'	151.62'	91.73'	S48°58'55"W
C8	56°01'55"	52.47'	51.31'	49.29'	N06°30'58"E
C9	09°32'17"	1562.00'	260.03'	259.73'	N39°18'04"E
C10	133°09'45"	25.00'	58.10'	45.88'	N22°30'39"W
C11	90°00'00"	25.00'	39.27'	35.36'	S45°54'28"W
C12	90°00'00"	25.00'	39.27'	35.36'	N44°05'32"W
C13	01°24'49"	1562.00'	38.54'	38.54'	S48°46'18"W
C14	42°50'34"	40.00'	29.91'	29.22'	S69°29'11"W
C15	03°28'57"	1550.00'	94.21'	94.19'	S47°44'15"W
C16	11°27'50"	1550.00'	310.13'	309.62'	S40°15'51"W
C17	14°56'47"	1550.00'	404.34'	403.19'	S42°00'19"W
C18	25°57'00"	37.00'	16.76'	16.61'	S21°33'57"W
C19	14°56'47"	1530.00'	399.12'	397.99'	S42°00'19"W
C20	00°14'49"	1530.00'	6.59'	6.59'	S49°31'17"W
C21	01°11'10"	1530.00'	31.67'	31.67'	S48°38'19"W
C22	01°11'11"	1530.00'	31.68'	31.68'	S46°51'09"W
C23	00°56'55"	1530.00'	25.33'	25.33'	S45°47'06"W
C24	00°58'25"	1530.00'	26.00'	26.00'	S44°49'26"W
C25	01°11'12"	1530.00'	31.69'	31.68'	S43°44'38"W
C26	01°11'13"	1530.00'	31.70'	31.70'	S41°51'02"W
C27	00°56'55"	1530.00'	25.33'	25.33'	S40°46'58"W
C28	00°58'26"	1530.00'	26.01'	26.00'	S39°49'18"W
C29	01°11'10"	1530.00'	31.67'	31.67'	S38°44'30"W
C30	01°11'12"	1530.00'	31.69'	31.69'	S36°55'15"W
C31	00°56'55"	1530.00'	25.33'	25.33'	S35°51'12"W
C32	00°50'48"	1530.00'	22.62'	22.62'	S34°57'20"W
C95	45°09'13"	50.00'	39.40'	38.39'	N66°30'55"W

LINE DATA TABLE

LINE	LENGTH	BEARING
L21	72.88'	N89°05'32"W
L22	17.10'	S49°28'43"W
L23	99.25'	S40°31'17"E
L24	114.67'	S49°28'46"W
L25	98.77'	N40°31'17"W
L26	98.26'	S44°36'06"E
L27	114.67'	S45°23'54"W
L28	98.08'	N44°36'06"W
L29	97.42'	S50°27'46"E
L30	114.67'	S39°32'14"W
L31	98.94'	N50°27'46"W
L32	99.25'	S55°03'32"E
L33	114.67'	S34°56'28"W
L34	100.50'	N55°03'32"W
L35	9.54'	S34°31'56"W
L36	106.64'	N34°31'56"E
L37	98.70'	N89°05'32"W
L38	24.00'	N89°05'32"W
L76	93.50'	S49°28'43"W
L77	260.67'	N89°05'32"W
L90	93.50'	S49°28'43"W
L91	44.58'	S34°31'56"W
L92	50.99'	S08°35'27"W
L93	14.35'	N43°56'19"W
L94	269.12'	N89°05'32"W
L105	76.41'	S49°28'43"W
L106	35.06'	S34°31'56"W



KEY MAP
NOT TO SCALE

PREPARED BY:
PENINSULA DESIGN & ENGINEERING, INC.
217 HOBBS STREET, SUITE 101
TAMPA, FL. 33619
TEL: (813) 658-6401 FAX: (813) 658-6402
LB # 6459

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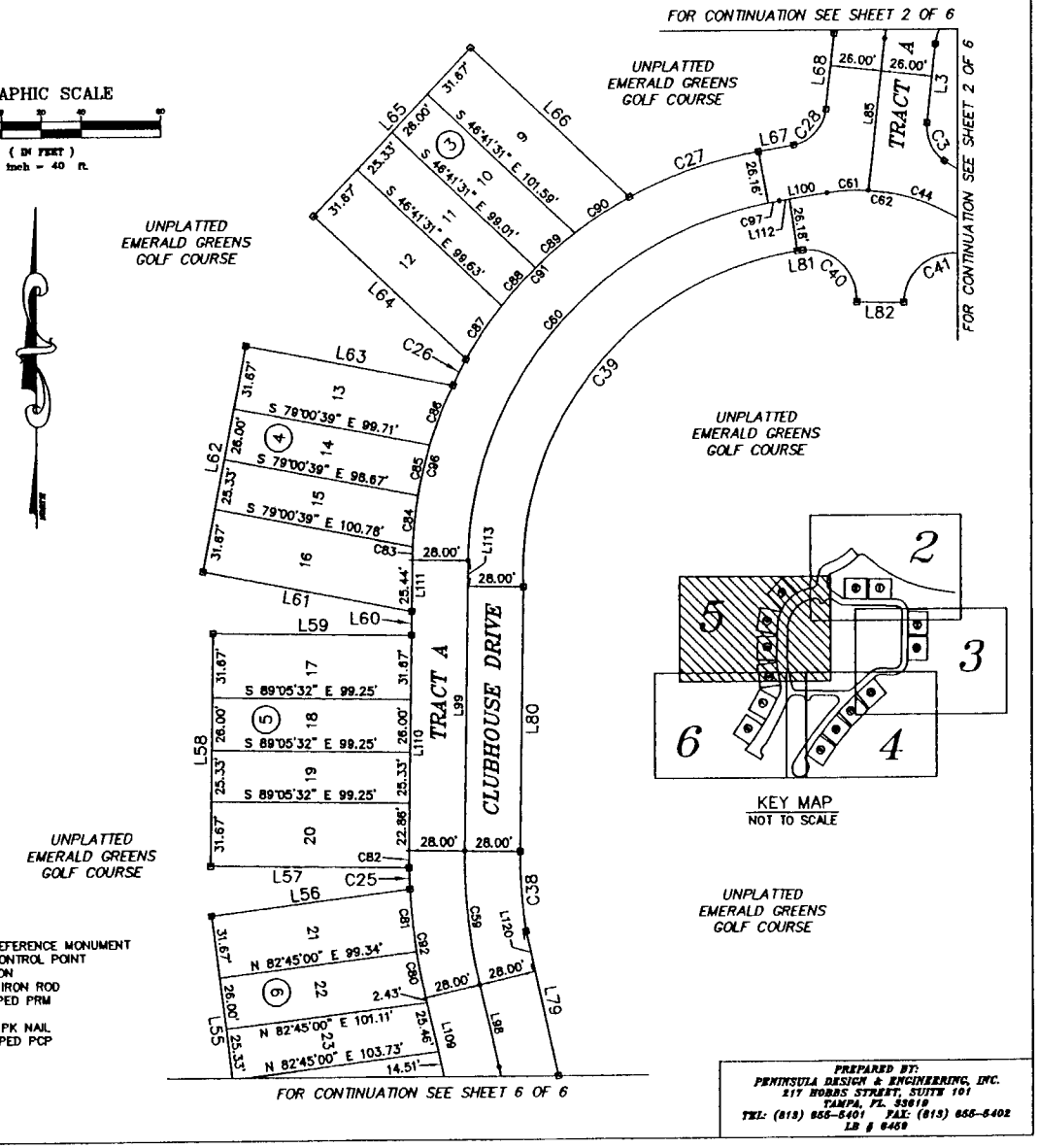
THE VILLAS OF SAN MARINO AT CARROLLWOOD

SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C3	62°46'19"	20.00'	21.91'	20.83'	S25°10'55"E
C25	02°02'55"	306.00'	10.94'	10.94'	N01°45'57"W
C26	03°56'54"	209.00'	14.40'	14.40'	N27°39'49"E
C27	18°53'22"	209.00'	68.90'	68.59'	N70°57'05"E
C28	74°11'31"	20.00'	25.90'	24.13'	N43°18'00"E
C38	09°16'20"	250.00'	40.46'	40.41'	N03°43'42"W
C39	84°19'42"	181.35'	237.48'	216.61'	N39°41'47"E
C40	98°19'43"	25.00'	42.92'	37.85'	S46°51'06"E
C41	121°42'23"	25.00'	53.10'	43.67'	N62°34'44"E
C44	30°37'43"	100.00'	53.46'	52.82'	S71°16'25"E
C59	14°03'31"	278.00'	68.21'	68.04'	N06°07'16"W
C60	79°51'44"	185.04'	257.92'	237.55'	N41°17'27"E
C61	12°11'24"	100.00'	21.28'	21.24'	N87°19'01"E
C62	42°49'08"	100.00'	74.73'	73.01'	S77°22'07"E
C80	04°25'34"	306.00'	23.64'	23.63'	N10°56'16"W
C81	05°56'05"	306.00'	31.70'	31.68'	N05°45'26"W
C82	01°36'57"	306.00'	8.81'	8.81'	N00°04'59"E
C83	01°50'23"	209.00'	6.71'	6.71'	N01°49'39"E
C84	06°58'17"	209.00'	25.43'	25.41'	N06°13'59"E
C85	07°06'17"	209.00'	26.04'	26.02'	N13°17'16"E
C86	08°49'57"	209.00'	32.22'	32.19'	N21°16'23"E
C87	08°48'20"	209.00'	32.12'	32.09'	N34°02'26"E
C88	06°56'58"	209.00'	25.35'	25.33'	N41°55'05"E
C89	07°10'03"	209.00'	26.15'	26.13'	N48°58'35"E
C90	08°56'47"	209.00'	32.63'	32.60'	N57°02'00"E
C91	31°52'08"	209.00'	116.25'	114.78'	N45°34'20"E
C92	10°21'39"	306.00'	55.33'	55.26'	N07°58'14"W
C96	24°46'54"	209.00'	90.40'	89.69'	N13°17'55"E
C97	01°49'50"	185.04'	5.91'	5.91'	N80°18'24"E

LINE DATA TABLE		
LINE	LENGTH	BEARING
L3	39.71'	S06°12'15"W
L55	114.67'	N07°15'00"W
L56	100.16'	N82°45'00"E
L57	99.38'	N89°05'32"W
L58	114.67'	N00°54'28"E
L59	99.25'	S89°05'32"E
L60	11.83'	N00°54'28"E
L61	106.30'	N79°00'39"W
L62	114.67'	N10°59'21"E
L63	105.46'	S79°00'39"E
L64	104.79'	N46°41'31"W
L65	114.67'	N43°18'29"E
L66	109.33'	S46°41'31"E
L67	18.58'	N80°23'46"E
L68	38.13'	N06°12'15"E
L79	74.45'	N12°28'48"W
L80	130.34'	N00°54'28"E
L81	2.87'	N84°00'28"E
L82	24.00'	S89°05'32"E
L85	76.05'	S06°12'15"W
L98	42.40'	N13°09'03"W
L99	143.12'	N00°54'28"E
L100	25.05'	N81°13'19"E
L109	42.40'	N13°09'03"W
L110	105.86'	N00°54'28"E
L111	25.44'	N00°54'28"E
L112	5.47'	N81°13'19"E
L113	12.79'	N00°54'28"E
L120	20.86'	N12°28'48"W

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.



LEGEND:
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
P.K. = PARKER KAYLON
■ = DENOTES SET IRON ROD & CAP, STAMPED PRM LB #6459
• = DENOTES SET PK NAIL & DISK, STAMPED PCP LB #6459

PREPARED BY:
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EXHIBIT A PAGE 9
Book16444/Page1695

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THE VILLAS OF SAN MARINO AT CARROLLWOOD

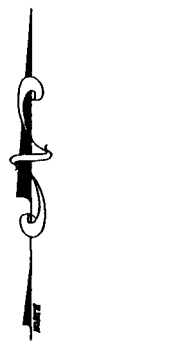
SECTION 4, TOWNSHIP 28 SOUTH, RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

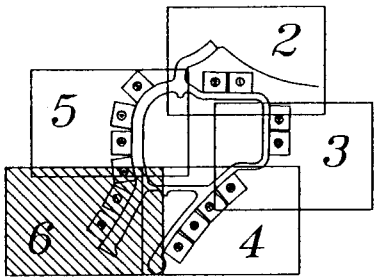
EXHIBIT A PAGE 10
Book16444/Page1696

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C17	90°00'00"	25.00'	39.27'	35.36'	N44°05'32"W
C18	62°23'28"	25.00'	27.22'	25.90'	S59°42'44"W
C19	14°58'25"	150.00'	39.20'	39.09'	S36°00'13"W
C20	101°39'59"	25.00'	44.36'	38.77'	S07°20'35"E
C21	06°31'48"	160.00'	18.24'	18.23'	N40°40'26"E
C22	03°11'14"	140.00'	7.79'	7.79'	N42°20'43"E
C23	04°59'52"	42.00'	3.66'	3.66'	N31°00'56"E
C24	32°20'14"	106.00'	59.83'	59.03'	N12°20'53"E
C37	76°16'02"	25.00'	33.28'	30.87'	N50°57'31"W
C54	15°54'59"	134.00'	37.22'	37.11'	S20°33'30"W
C55	05°01'53"	70.00'	6.15'	6.14'	S31°01'57"W
C56	13°44'36"	70.00'	16.79'	16.75'	S40°28'03"W
C57	25°45'04"	134.00'	60.23'	59.72'	N00°16'31"W
C58	41°40'03"	134.00'	97.45'	95.32'	N07°40'58"E
C78	06°57'41"	140.00'	17.01'	17.00'	N37°16'16"E
C79	09°19'49"	106.00'	17.26'	17.24'	N08°29'08"W
C93	41°40'03"	106.00'	77.09'	75.40'	N07°40'58"E
C94	10°08'55"	140.00'	24.80'	24.77'	N38°51'53"E

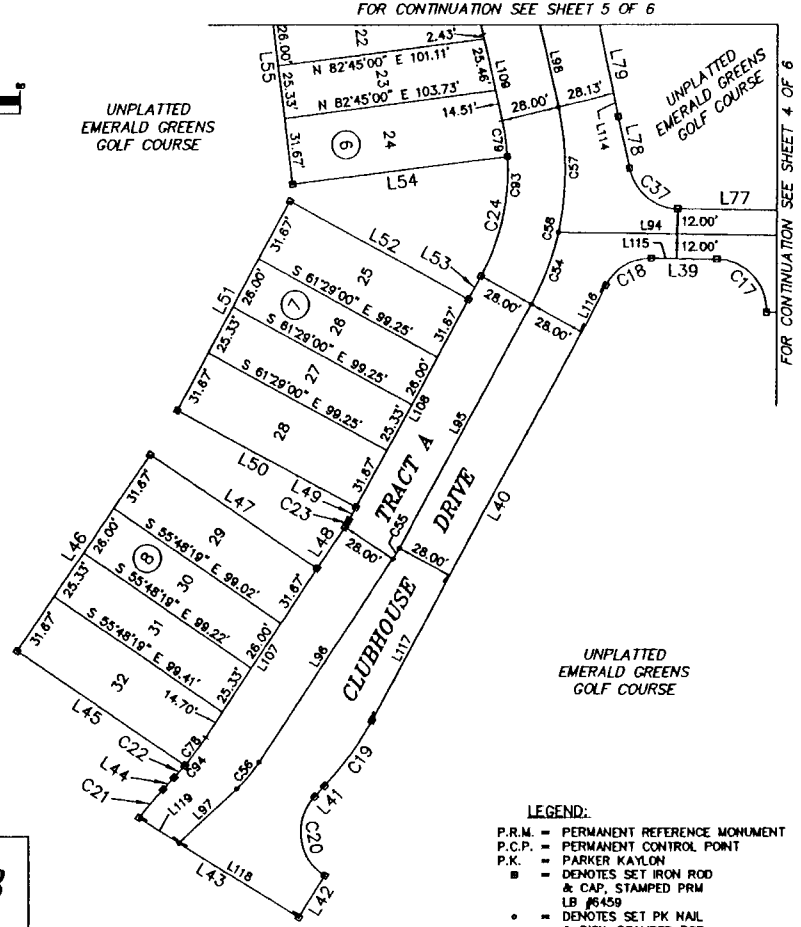
LINE DATA TABLE		
LINE	LENGTH	BEARING
L39	32.47'	N89°05'32"W
L40	239.13'	S28°31'00"W
L41	7.02'	S43°29'25"W
L42	24.00'	S31°49'26"W
L43	92.23'	N58°10'34"W
L44	7.81'	N43°56'20"E
L45	98.61'	N55°48'19"W
L46	114.67'	N34°11'41"E
L47	98.78'	S55°48'19"E
L48	24.20'	N33°45'26"E
L49	7.18'	N28°31'00"E
L50	99.25'	N61°29'00"W
L51	114.67'	N28°31'00"E
L52	98.25'	S61°29'00"E
L53	12.72'	N28°31'00"E
L54	105.59'	S82°45'00"W
L55	114.67'	N07°15'00"W
L77	280.67'	N89°05'32"W
L78	25.33'	N12°57'06"W
L79	74.45'	N12°28'48"W
L94	269.12'	N89°05'32"W
L95	134.57'	S28°31'00"W
L96	117.53'	S33°35'45"W
L97	38.56'	S47°20'21"W
L98	42.40'	N13°09'03"W
L107	97.69'	N33°45'26"E
L108	114.67'	N28°31'00"E
L109	42.40'	N13°09'03"W
L114	11.19'	N12°28'48"W
L115	12.74'	N89°05'32"W
L116	25.40'	S28°31'00"W
L117	79.16'	S28°31'00"W
L118	69.12'	N58°10'34"W
L119	23.11'	N58°10'34"W

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.





KEY MAP
NOT TO SCALE



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TEL: (813) 855-5401 FAX: (813) 855-5402
LB # 6459

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State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on January 3, 2005, as shown by the records of this office.

The document number of this corporation is N05000000081.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Fourth day of January, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

EXHIBIT B PAGE 1

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ARTICLES OF INCORPORATION
OF
THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

FILED
2005 JAN -3 P 1:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned individual, acting as Incorporator of a corporation not for profit under §617.1007, Florida Statutes, adopts the following Articles of Incorporation for such corporation.

The terms contained in these Articles are defined in Chapters 617 and 720, Florida Statutes and the in that certain Declaration of Covenants, Conditions and Restrictions for the Villas of San Marino at Carrollwood Homeowners Association and any amendments or modifications thereof (hereinafter referred to as the "Declaration"), now or hereafter recorded among the Public Records of Hillsborough County, Florida by Emerald Greens at Carrollwood, LLC, a Florida limited liability company (hereinafter referred to as the "Declarant").

ARTICLE I - NAME

The name of the corporation is The Villas of San Marino At Carrollwood Homeowners Association, Inc., hereafter referred to as the "Association."

ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS

The initial principal office and mailing address of this Association shall be located at 13903 Clubhouse Drive, Tampa, Florida 33618-2706, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be Rick W. Sadorf, of Lefter, Wilkinson & Sadorf, LLC, 2201 NE Coachman Rd., Clearwater, Florida 33765.

ARTICLE IV - DURATION

The duration of the Association shall be perpetual.

ARTICLE V - PURPOSE AND POWERS OF THE ASSOCIATION

(A) The Association is organized and shall exist as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or Officer of the Association. The Association is being established in connection with that certain residential real estate development commonly known as "The Villas of San Marino At Carrollwood". The specific purposes for which the Association is organized are to promote the health, safety, and general welfare of the residents within the "Properties", described in the Declaration, and any amendments or modifications thereof, relating to the Properties and any additions thereto or such other areas over which the Association may own or acquire easement or other rights which are outside the Properties. The purposes of this

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Association shall include carrying out, enforcing and otherwise fulfilling its rights and responsibilities under the Declaration including, but not limited to the maintenance and architectural control of the Lots and Common Area within the Properties. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles, the Declaration or Chapter 617 and Chapter 720, Florida Statutes, as it may hereafter be amended, including, but not limited to, the following:

(1) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments against members of the Association to defray the costs, expenses and losses of The Villas of San Marino at Carrollwood Homeowners Association, Inc., and to use the proceeds of assessments in the exercise of its powers and duties;

(2) To protect, maintain, repair, replace and operate the common areas;

(3) To purchase insurance upon the Association property for the protection of the Association and its members;

(4) To reconstruct improvements after casualty and to make further improvements of the property;

(5) To make, amend and enforce reasonable rules and regulations governing the use of the common areas, lots and the operation of the Association;

(6) To approve or disapprove the transfer of ownership, leasing and occupancy of lots, as provided by the Declaration;

(7) To enforce the provisions of the Declaration, these Articles, and the Bylaws and any Rules and Regulations of the Association;

(8) To contract for the management and maintenance of Townhome Buildings and common areas including but not limited to any Surface Water Management System, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

(9) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association;

(10) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(11) To borrow or raise money for any of the purposes of the Association upon tow-thirds (2/3) vote of each class of members, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other

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negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the hole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired;

(12) To adopt such annual budgets as are necessary to carry out the provisions of the Declaration;

(13) To grant easements as to the common area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto; and

(14) To participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members.

(B) All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS

(A) The Association shall be a membership corporation, without certificates of shares of stock. The initial membership shall consist of a Class A and a Class B membership. The Class A members of the Association shall consist of all record owners of a fee simple interest in one or more lots and improvements constructed thereon in The Villas of San Marino at Carrollwood and the Class B member shall be the Declarant, as further provided in the Declaration and the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his lot and improvements constructed thereon.

(C) The Declarant and owners of each lot and improvements constructed thereon, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration and the Bylaws. The manner of exercising voting rights shall be set forth in the Bylaws.

ARTICLE VII - BYLAWS

The Bylaws of the Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered, or rescinded in the manner provided by the Bylaws.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of the Association will be administered by a Board of Directors, which prior to Turnover (as defined in the Declaration) shall consist of three (3) directors, and thereafter shall consist of five (5) directors.

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Directors shall be members of the Association; provided, however, that prior to Turnover, directors need not be members of the Association. The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall resign or be removed, are:

Frank R. Hayden
13903 Clubhouse Drive
Tampa, Florida 33618-2706

James F. Manley
13903 Clubhouse Drive
Tampa, Florida 33618-2706

Richard Holder
13903 Clubhouse Drive
Tampa, Florida 33618-2706

The initial Board of Directors herein designated shall serve until the Turnover Meeting. Three (3) of the five (5) Directors elected at the Turnover Meeting shall serve for an initial term of two (2) years and the remaining two (2) for a term of one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of one year. Prior to Turnover, any member of the Board of Directors may be removed, with or without cause, but only by the Declarant, and any vacancies occurring on the Board of Directors shall only be filled by appointment by the Declarant.

ARTICLE IX - OFFICERS

The business of the Association shall be conducted by the officers designated in the Bylaws and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Frank R. Hayden 13903 Clubhouse Drive Tampa, Florida 33618-2706
Vice-President	James F. Manley 13903 Clubhouse Drive Tampa, Florida 33618-2706
Secretary/Treasurer	Richard Holder 13903 Clubhouse Drive Tampa, Florida 33618-2706

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ARTICLE X - AMENDMENTS

These Articles of Incorporation may be amended, from time to time, as follows:

(A) Prior to Turnover, the Board of Directors may amend these Articles by a majority vote of Directors.

(B) Thereafter, these Articles may be amended as follows:

(1) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by not less than one-third (1/3) of the voting members of the Association.

(2) Procedure. Upon any amendment or amendments to these Articles being proposed, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

(3) Vote Required. Except as otherwise required for by Florida Law, these Articles of Incorporation may be amended by vote of two-thirds (2/3) of the voting interests at any annual or special meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

(4) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Hillsborough County, Florida.

(C) No amendment shall make any change in the qualifications for membership nor the voting rights or property rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon Lots.

(D) No amendment shall be made to change the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XI - INDEMNIFICATION

To the fullest extent permitted by Florida Law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing provision shall apply whether or not he or she is a Director officer at the time such expenses or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the

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performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled. The indemnification hereby afforded to Directors and officers shall also extent to any entity other than the Association found responsible or liable for the actions of such individual in their capacity as Directors or officers, including, but no limited to, Declarant.

ARTICLE XII - INTERPRETATION

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

ARTICLE XIII. - INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Frank R. Hayden, 13903 Clubhouse Drive, Tampa, Florida 33618-2706.

IN WITNESS WHEREOF, the incorporators, being the undersigned individuals, have hereunto affixed their signatures on the dates set forth below.

By: Frank R. Hayden, Incorporator
Dated: 12/27/04

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING instrument was acknowledged before me this 27th day of December, 2004 by Frank R. Hayden, who is personally known to me or ~~produced identification (type of identification produced)~~ _____.

Sandra L. Yancey
Printed Name: SANDRA L. YANCEY
Notary Public - State of Florida
My Commission Expires:

SANDRA L YANCEY
MY COMMISSION # DD 305086
EXPIRES: March 29, 2008
Bonded Thru Notary Public Underwriters

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC., at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 617.0505, Florida Statutes.

Rick W. Sadorf, Esquire
REGISTERED AGENT

FILED
2005 JAN -3 P 1:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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BYLAWS
OF
THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME

Section 1. Name. The name of the corporation is VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 2. Location. The principal office of the Association shall be located at 13903 Clubhouse Drive, Tampa, Florida 33618-2706, which office may be changed from time to time by action of the Board of Directors. Meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions of VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC. recorded in the Public Records of Hillsborough County, Florida and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Property" shall be defined as set forth in the Declaration.

Section 4. "Lot" shall be defined as set forth in the Declaration.

Section 5. "Owner" shall be defined as set forth in the Declaration.

Section 6. "Declarant" shall mean and refer to Emerald Greens at Carrollwood, LLC, a Florida limited liability company. its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions, and any supplemental Declarations or amendments applicable to the Properties recorded in the Public Records of Hillsborough County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in said Declaration.

Section 9. "Turnover" shall be defined as set forth in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The Association shall hold an annual meeting of the membership

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in each year on a date and at an hour to be set by the Board of Directors at a location identified by the Board of Directors in its notice to Members.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such members to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

Section 6. Place. All members meetings shall be held within the State of Florida as may be directed by the Board of Directors.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which until Turnover shall consist of three (3) directors, who need not be members of the Association. At the Turnover Meeting and every year thereafter, the Board shall increase to a fixed number of five (5) directors, who shall be Members.

Section 2. Term of Office. At the Turnover Meeting the members who are entitled to elect Board members shall elect three (3) directors for a term of two (2) years and two (2) directors for a term of two years; and at each annual meeting thereafter the members shall elect the appropriate number of directors for a term of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor

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shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, provided that until Turnover the Declarant shall have the right to name successor Directors.

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

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

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Subsequent to Turnover ~~the termination of the Class B membership~~, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board and shall consist of three (3) members of the Association, who may also be Board members. A new Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director, except in the case of an emergency in which case the directors may waive the requirement of notice.

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

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ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area, lots and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1) fix the amount of the annual assessment against each Lot in advance of each annual assessment period;

2) send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

3) foreclose the lien against any property for which assessments are not paid after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers and Their Duties. The following Officers of the Association shall at all time be members of the Board of Directors and shall serve at the pleasure of the Board:

(a) President. The president shall preside at all meetings of the Board of Directors, see that orders and resolutions to the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments ~~and shall cosign all checks~~ , and promissory notes.

(b) Vice President. The vice president shall act in the place instead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board of Directors and of the members, keep appropriate and current records showing the members of the Association together with their addresses, and shall perform such other duties as may be required by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in the appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association along with the president, keep proper books of account, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

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

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

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the

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Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board my, from time to time determine.

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee ~~nominating Committee~~ as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Association's official records shall be maintained in accordance with the provisions of Chapter 720, Florida Statutes, as amended from time to time. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments. If an owner fails to pay the installment of an assessment when due, such assessment shall then become delinquent and the entire balance of the assessment for the year for which such assessment was made shall then become immediately due and payable together with interest thereon and cost of collection thereof, and shall thereupon become a continuing lien on the Lot that shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

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If the assessment is not paid, the Association may at any time thereafter bring an action to foreclose the lien against the Lot in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the owner. There shall be added to the amount of such assessment all costs associated with the collection of the assessment(s), including reasonable attorney's' fees. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Property or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

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

Section 3. Prior to Turnover, no amendment to these Bylaws shall be valid without the consent of Declarant, its successors or assigns.

Section 4. Prior to Turnover, the Declarant shall have the right to amend these Bylaws without the consent of the Association's membership.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the Board of Directors of VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC. hereby adopts these Bylaws at a duly held meeting of the Board of Directors on the 10th day of January, 2005.

Witness
Print name: Rick W Sadorf

Frank R. Hayden, Director

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Witness
Print name: Stephanie H McNeil

Witness
Print name: Rick W. Smith

James F. Manley, Director

Richard Holder, Director

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CERTIFICATION

I, Richard Holder, do hereby certify that:

I am the duly elected and acting Secretary of THE VILLAS OF SAN MARINO AT CARROLLWOOD, INC., a Florida corporation not for profit, and,

The foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 10th day of January 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 10th day of January, 2005.

Richard Holder, Secretary

(CORPORATE SEAL)

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INSTR # 2006277434
O BK 16570 PG 0517
Pgs 0517 - 518; (2pgs)
RECORDED 06/08/2006 09:58:33 AM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK V Beery

Prepared By and Return To:
Wilkinson & Sadorf, LLC
2201 Northeast Coachman Rd., Suite 102
Clearwater, FL 33765
(727) 726-1514

Folio Nos.: 018955.0102 - 018955.0212

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT ("First Amendment") TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS OF SAN MARINO AT CARROLLWOOD HOMEOWNERS ASSOCIATION, INC. (the "Association") is made this 8th day of June, 2006, by EMERALD GREENS AT CARROLLWOOD, L.L.C., a Florida Limited Liability Company whose address is 13903 Clubhouse Drive, Tampa, FL 33618-2706, Tampa, Florida ("Declarant").

W I T N E S S E T H:

WHEREAS, the Association's original Declaration of Covenants, Conditions and Restrictions (the "Declaration), to which all Property located within the subdivision known as the Villas of San Marino at Carrollwood is subject, were filed in the Public Records of Hillsborough County, Florida, at Book 16444, Pages 1649-1713 on May 8, 2006;

WHEREAS, the Declarant reserved the right to amend the Declaration prior to Turnover (as that term is defined in the Declaration) under Article XVIII, Section 3;

WHEREAS, Turnover has not occurred at the time of this First Amendment; and

WHEREAS, requirements of the Hillsborough County Health Department and the Florida Department of Environmental Protection mandate the amendment of certain provisions of the Declaration to remain in compliance with their rules and regulations established for the maintenance of the public water system.

NOW, THEREFORE, Declarant, by the authority granted it by the Declaration, hereby amends the following provisions of the Declaration effective upon the execution and filing in the public records of this First Amendment.

1. Article VII (ASSESSMENTS), Section 2, titled "Purpose of Assessments" is hereby amended to add the following paragraph:

The Annual Assessment shall include charges for the collective water useage of the association and all townhomes due to the fact that individual townhomes within the subdivision will not be sub-metered for water useage. The water useage charges shall be

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allocated equally among the townhome owners, as provided in Section 3. Notwithstanding the provisions of Article XVIII, Sections 2 and 3, regarding amendment of this Declaration, this water useage assessment provision shall not be amended without the prior written consent of the Florida Department of Environmental Protection or their assignee.

2. The undersigned, by its signature below, represents and warrants that it has been delegated the authority by the other Co-Managers of the Declarant to execute and file in the public records this First Amendment of the Declaration.

IN WITNESS WHEREOF, this Declaration is executed on the date as set forth above.

EMERALD GREENS AT CARROLLWOOD, L.L.C., a Florida limited liability company

"DECLARANT"

WITNESSES:

Karen E. Harris
(Print Name): KAREN E. HARRIS

David Rivera
(Print Name): David Rivera

By: COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager

By: Frank R. Hayden, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING instrument was acknowledged before me this 8th day of June, 2006 by Frank R. Hayden, President of Commercial Construction Management Services, Inc., the Co-Manager of EMERALD GREENS, L.L.C., who is personally known to me and who did not take an oath.

Victoria J. Rivera
Printed Name: Victoria J. Rivera
Notary Public - State of Florida
My Commission Expires: Apr. 19, 2008

Victoria J. Rivera
Commission #DD311201
Expires: Apr 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

EXISTING POND A
SHW=48.58
JB EL.=50.49
WS EL.= 47.66
(2/26/04)
CLUBHOUSE DRIVE
POND
BLOCK 2
BLOCK 1
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
BLOCK 3
LOT 9
LOT 10
LOT 11
LOT 12
COURTSIDE WAY
BLOCK 4
LOT 13
LOT 14
LOT 15
LOT 16
LOT 56
LOT 55
LOT 54
LOT 53
BLOCK 14
LOT 17
LOT 18
LOT 19
LOT 20
BLOCK 5
CLUBHOUSE DRIVE
RECREATIONAL CENTER
LOT 52
LOT 51
LOT 50
LOT 49
BLOCK 13
LOT 21
LOT 22
LOT 23
LOT 24
BLOCK 6
FUTURE CONDOMINIUM
COURTSIDE WAY
LOT 48
LOT 47
LOT 46
LOT 45
LOT 44
LOT 43
LOT 42
LOT 41
BLOCK 12
BLOCK 11
LOT 25
LOT 26
LOT 27
LOT 28
BLOCK 7
LOT 29
LOT 30
LOT 31
LOT 32
BLOCK 8
CLUBHOUSE DRIVE
COURTSIDE WAY
LOT 40
LOT 39
LOT 38
LOT 37
BLOCK 10
LOT 36
LOT 35
LOT 34
LOT 33
BLOCK 9
EXISTING POND C
SHW=47.68
JB EL.=47.68
WS EL.= 46.09
(2/26/04)
CLUBHOUSE
Pavilion
POND
N
0
100
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1 inch = 200 feet
VILLAS OF SAN MARINO
AT
CARROLLWOOD

Villas of San Marino at Carrollwood Homeowners Associaton, Inc.
2010 Budget

Budget Category Name	2010 Annual Budget 56 Townhomes	2010 Budget Per Unit Per Month
Member Assessment Revenue (46 Owners)	**$182,160.00**	**$330.00**
Developer Payment (10 Townhomes Owned- $330.00 - $112.35 Social Dues)	**$26,118.00**	**$217.65**
Total Cash Receipts	**$208,278.00**	
Expenses		
Management Fees	$ 6,000.00	$8.93
Legal Fees	$ 4,500.00	$6.70
Accounting Fees	$ 5,500.00	$8.18
Insurance	$ 1,500.00	$2.23
Bank Charges	$ 25.00	$0.04
Water & Sewer	$ 19,000.00	$28.27
Building Repair & Maintenance	$ 2,000.00	$2.98
Buiding Maint. - Termites	$ 400.00	$0.60
Lawns & Grounds	$ 34,000.00	$50.60
Repairs & Maint. - Other	$ 200.00	$0.30
Dues to Carrollwood Association Phase 1	$ 13,860.00	$20.63
Miscellaneous	$ 532.80	$0.79
Total Expenses	**$ 87,517.80**	**$130.23**
Emerald Greens Social Membership $105.00/months plus sales tax (46 Units)	**$ 62,017.20**	**$112.35**
Reserve Allocations		
Painting Reserve	$30,000.00	$44.64
Pavement Reserve	$8,000.00	$11.90
Roof Reserve	$20,740.74	$30.86
Total Reserve Allocations	**$58,740.74**	$87.41
Total Expenses, Membership & Reserves	**$208,275.74**	**$330.00**

Reserve Notes: (2006 est. no inflation calc.)	Cost:
Painting Reserve	$210,000.00
Pavement Reserve	$40,000.00
Roof Reserve	$560,000.00

Villas of San Marino at Carrollwood
Proposed Budget 2010

Budget Category Name	2009 Budget Per Unit Per Month	2009 Budget For 56 Units Per Year	2009 Actual Receipts/Expense		2010 Proposed Budget 56 Units Per Year	2010 Budget Per Unit Per Month	
Member Assessment Revenue	**$330.00**	**$221,760.00**	$177,122.80		**$182,160.00**	**$330.00**	56 Townhome Owners
Developer Payment of Shortfall			$27,047.73	See Note (1)	**$26,118.00**	**$217.65**	Developer ($330 - Social Dues of 112.35)
Other Income(Interest, Late Fee & App. Fee)			$2,087.75				
Total Cash Receipts			**$206,258.28**		**$208,278.00**		
Expenses							
Management Fees	$23.81	$16,000.00			$ 6,000.00	$8.93	
Legal Fees	$2.98	$2,000.00	$4,588.49		$ 4,500.00	$6.70	
Accounting Fees	$1.12	$750.00	$5,839.85		$ 5,500.00	$8.18	
Insurance	$14.88	$10,000.00	$1,328.37		$ 1,500.00	$2.23	
Licenses/Fees/Permits/Inspections	$0.52	$350.00			$ -		
Office Expense	$4.09	$2,750.00	$303.75		$ -		
Application Processing	$0.74	$500.00			$ -		
Bank Charges	$0.18	$120.00	$22.40		$ 25.00	$0.04	
Electricity Expense	$11.90	$8,000.00			$ -		
Water & Sewer	$3.72	$2,500.00	$18,741.55		$ 19,000.00	$28.27	
Building Repair & Maintenance	$17.86	$12,000.00	$1,682.34		$ 2,000.00	$2.98	
Buiding Maint. - Termites	$3.57	$2,400.00	$395.00		$ 400.00	$0.60	
Building Maint. - Pest Control	$1.49	$1,000.00			$ -		
Lawns & Grounds	$22.32	$15,000.00	$33,800.19		$ 34,000.00	$50.60	
Pond Maintenance	$2.23	$1,500.00			$ -		
Sprinkler System Repair & Maintenance	$2.23	$1,500.00			$ -		
Repairs & Maint. - Other	$2.98	$2,000.00	$138.50		$ 200.00	$0.30	
Dues to Carrollwood Association Phase 1	$17.86	$12,000.00	$13,272.00		$ 13,860.00	$20.63	
Miscellaneous	$3.25	$2,184.64	$604.80		$ 532.80	$0.79	
Total Expenses	**$137.73**	**$92,554.64**	**$80,717.24**		**$ 87,517.80**	**$130.23**	
Emerald Greens Social Membership ($98/mo) plus sales tax	**$104.86**	**$70,465.92**	**$55,529.26**	46 Townhomes $ 112.35	**$ 62,017.20**	**$112.35**	
Reserve Allocations							
Painting Reserve	$44.64	$30,000.00	$29,998.08	See Note (2)	$30,000.00	$44.64	
Pavement Reserve	$11.90	$8,000.00	$7,996.80		$8,000.00	$11.90	
Roof Reserve	$30.86	$20,740.74	$20,737.92	See Note (2)	$20,740.74	$30.86	
Total Reserve Allocations	**$87.41**	**$58,740.74**	**$58,732.80**		**$58,740.74**	$87.41	
Total Expenses, Membership & Reserves	**$330.00**	**$221,761.30**	**$194,979.30**		**$208,275.74**	**$330.00**	

Reserve Notes: (2006 est. no inflation calc.)	Life Expectancy:	Cost:
Painting Reserve	7 years	$210,000.00
Pavement Reserve	5 years	$40,000.00
Roof Reserve	27 years	$560,000.00

Cost:
$210,000.00
$40,000.00
$560,000.00

Note (1) Prior to Turnover of the Association from the Develeoper, the Developer is only responsible for funding the shortfall of cash receipts required to fund the reserves and pay the operating expenses of the Association. In 2010 the Developer will have to pay the monthly assessments for each of the 10 townhomes it owns. However since the 10 townhomes are not occupied, the Developer will not pay the $112.35 Social Dues for each townhome.

Note (2) Reserves were fully funded in 2009, but the following expenses were paid out of the reserve balance in 2009:

Painting Expense $ 9,358.35
Roof Repairs $ 5,465.00

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This instrument was prepared by:
(and after recording, return to):
Theodore C. Taub, Esquire
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Boulevard, Suite 2800
Tampa, Florida 33602

INSTR # 2004234566
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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Edson

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made this 11th day of June, 2004 by EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company (the "Developer"), for the benefit of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase I Association"), CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase II Association"), and CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase III Association") (collectively, the "Associations").

Recitals

A. Developer is the owner of the real property legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"). Developer intends to construct or have constructed on the Property fifty-six (56) residential units in fourteen (14) two-story buildings, fifty (50) residential condominium units in one (1) three-story building, a pool, spa and grill facility and a re-constructed clubhouse facility.

B. The Associations are non-profit corporations established to operate and maintain the common areas and otherwise administer the affairs of the three phases of the greater Carrollwood Village Community (the "Community"), as more fully set forth in the Declaration of Covenants, Conditions and Restrictions, dated April 27, 1972, recorded in Official Records Book 2476, page 944 of the Public Records of Hillsborough County, Florida, as amended and supplemented to date (the "Phase I Declaration), the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II, dated October 12, 1978, recorded in Official Records Book 3384, page 1372 of the Public Records of Hillsborough County, Florida, as amended and supplemented to date (the "Phase II Declaration"), and the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III, dated July 18, 1980, recorded in Official Records Book 3684, page 294 of the Public Records of Hillsborough County, Florida, as amended and supplemented to date (the "Phase III Declaration").

C. The purpose of this Agreement is to set forth the agreements of the parties with respect to the development and use of the Property. The parties intend that all agreements contained herein shall (i) be binding upon and inure to the benefit of the parties hereto and their

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respective tenants, licensees, invitees, grantees, transferees, successors, successors-in-interest, successors-in-title and assigns, and (ii) be deemed to be covenants and restrictions running with the land, burdening the Property for the benefit of all of the land located in the Community owned by the Associations or by the members of the Associations, for a continuous period of ninety-nine (99) years from the date of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and by reference are made a part of this Agreement.

2. **Site Plan.** This Agreement is conditioned upon the Hillsborough County Board of County Commissioners (the "County Commissioners") approval of the Developer's Certified Site Plan, prepared by Water Resources, Inc., dated October 31, 2003, last revised May 26, 2004 (the "Site Plan"), attached hereto as Exhibit "B" and made a part hereof, submitted as part of the proposed Major Modification of the existing zoning of the Property by the Developer, Petition Number MM-04-0813 (the "Major Modification Petition"). If the County Commissioners do not approve the Major Modification Petition, then this Agreement, in its entirety, is null and void. If the Major Modification Petition is approved, the approved Site Plan and the revised conditions of the Major Modification imposed by Hillsborough County (the "Conditions") set forth on the Site Plan shall be substituted as Exhibit "B" to this Agreement and made a part hereof. The Developer agrees to strictly comply in all respects with the Site Plan and the Conditions. The parties agree that the uses allowed on the Property are limited to the golf course and related land uses, including only the clubhouse, golf course pro shop, pool and beach house, spa, tennis courts and pro shop and related parking. Neither the Site Plan nor the Conditions shall be changed, revised or modified, without the prior written consent of the Associations. In the event that the Developer desires any subsequent change, revision or modification to the Site Plan or the Conditions, the Developer shall be required to submit a comprehensive written request, with supporting engineering reports and data, for review by the Associations. The Associations shall have a period of thirty (30) days to review and respond to the Developer's written request. The Associations shall have the right to approve or disapprove the requested change, revision or modification within their sole and absolute discretion. The parties agree that any horizontal movement of greater than ten (10) feet in any direction of the three-story Condominium building or an increase in the height of the building by three (3) feet or greater cannot be done without the prior written consent of the Associations. The parties agree that the Associations, through their respective Board of Directors, shall be authorized to enforce the Developer's strict compliance with the Site Plan and the Conditions, regardless of whether Hillsborough County enforces the Site Plan and the Conditions.

3. **Drainage Plan.** Attached hereto as Exhibit "C" and made a part hereof is a copy of the detailed drainage plan for the Property prepared by Water Resource Associates, Inc., dated May, 2004 (the "Drainage Plan"). The Developer agrees to strictly comply in all respects with the Drainage Plan and to otherwise comply with all Southwest Florida Water Management District ("SWFMD") Environmental Resource Permitting regulations and all Hillsborough

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County ("County") Stormwater regulations applicable to the Property. The Drainage Plan shall not be changed without the prior written consent of the Associations. After the initial construction is completed and approved as accepted, any conceptual changes to the Drainage Plan must be reviewed and approved by the Associations. However, construction detail changes and changes required as remedial to the initial construction, if required by an appropriate regulatory agency, shall not require the prior written approval of the Associations. The Developer shall be responsible at its sole expense for all maintenance of the drainage ponds and related facilities. In the event that the drainage facilities constructed by the Developer negatively impact water quality, capacity, directional flow, or sufficiency of outfall, as determined solely by either SWFMD or the County, the Developer shall be responsible at its sole expense for correcting and remedying the negative impact. The parties agree that the Associations, through their respective Boards of Directors, shall be authorized to enforce the Developer's strict compliance with the Drainage Plan, regardless of whether the Southwest Florida Water Management District, Hillsborough County or any other government agency enforce the Drainage Plan.

4. **Declarations.** The Property shall be developed as part of Phase I of the Community. The Developer shall prepare and record in the Hillsborough County Public Records a Declaration of Covenants, Conditions and Restrictions (the "Townhome Declaration") for the fifty-six (56) residential townhome units to be built in fourteen (14) two-story buildings as shown on the Site Plan. Preliminary architectural renderings of the Townhomes are attached hereto as Exhibit "D" and made a part hereof, which renderings shall not be changed substantially without the prior written consent of the Associations. For purposes of this Agreement, a substantial change shall consist of any change in any of the buildings' horizontal locations exceeding ten (10) feet in any direction (except as dimensioned to the perimeter of the defined "Core Area", where said changed dimension shall not exceed three (3) feet, other than adjustments required by public utilities or for environmental protection purposes), vertical height variance exceeding five (5) feet, exterior materials, color (from a defined set), building massing, roof profile, and window/door placement (not to exceed two (2) feet). The Developer shall also prepare and record in the Hillsborough County Public Records a Declaration of Condominium (the "Condominium Declaration") for the fifty (50) residential condominium units to be built in the one (1) three-story building as shown on the Site Plan. The Townhome Declaration and the Condominium Declaration shall be consistent in all respects with the terms and conditions of this Agreement, and shall otherwise be subject to the review and approval of the Associations. The Townhome Declaration shall contain a provision restricting leasing to periods of at least six (6) months. The owners of the Townhomes and the Condominium units shall become responsible for the payment of standard assessments to the Phase I Association at such time as building permits are issued for construction of the Townhomes and the Condominium. The Townhome Declaration and the Condominium Declaration shall each specifically state that the terms and provisions thereof may be enforced by the Phase I Association in accordance with the enforcement provisions of the Townhome or Condominium Declarations, provided the Townhome or Condominium Associations fail to enforce or obtain a cure of any violation no later than thirty (30) days, or such other reasonable period of time under the circumstances, after receipt of written Notice from the Phase I Association of an alleged violation consistent with the Phase I Declaration.

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5. **Traffic**. Clubhouse Drive, which is currently closed to through traffic, will be opened as part of the development of the Property. The parties agree that all traffic from the southwest on Clubhouse Drive (northeast of Clubhouse Circle) shall be one-way only, heading in a northeast direction to North Village Drive north of the entry of Fairway Lakes condominiums. This one-way restriction will be addressed with appropriate signage and physically restrictive channelization to all motorized traffic to be constructed by the Developer, making it necessary for all traffic to egress from the Property only in a one-way direction to the northeast to North Village Drive. The Phase I Association shall have the right to approve the proposed signage and physically restrictive channelization prior to its implementation. The existing ingress and egress from Fairways Lakes will not be altered in any way. The Developer shall be responsible at its sole expense for maintenance of the entire length of Clubhouse Drive and for installation, payment and maintenance of street lighting for the entire length of Clubhouse Drive. For purposes of this Agreement, the minimum standard of the acceptable level of roadway pavement shall be defined as a smooth asphaltic concrete surface uninterrupted by potholes, missing portions of pavement or substantial cracking, any of which would compromise the integrity of the pavement's surface or sub-surface structure.

6. **Uses.** The parties agree that all units in the fifty (50) unit residential unit Condominium project, to be built in the one (1) three-story building as shown on the Site Plan, shall be either owner-occupied or leased for extended periods of at least one (1) full week in duration. The Condominium project shall not be used as a hotel or "transient" (as defined below) lodging facility. For purposes of this Agreement, "transient" shall mean for periods of less than one full week in duration, with the limited exception that guests of Members (as defined below) of the Emerald Greens Golf Club (the "Club"), who are attending social events such as weddings or other events utilizing the Club facilities located on the Property, may stay in the Condominium units for periods of at least three (3) consecutive nights. For purposes of this Agreement, Members shall mean persons holding a full one-year membership in the Club at the current membership rate. The parties agree that the pool, spa and grill facility to be built as shown on the Site Plan and any golf or tennis pro-shops to be located at the clubhouse facility shall service only the Club, the members of the Club and the owners of the surrounding Townhomes and Condominium units and their respective guests. Any retail operations shall be solely for the members of the Club and owners of the surrounding Townhomes and Condominium units, and their respective guests, and shall not be directed or advertised to the general public, except in the context of member or resident services. Except as specifically provided herein, there shall be no commercial uses whatsoever on the Property, without the prior consent of the Associations.

7. **Future Development.** The parties agree that, other than the development shown on the Site Plan, there shall be no further development of the Property or the surrounding Emerald Greens Golf Course property (the "Golf Course"), without the prior consent of the Associations, unless otherwise required by any governmental agency (without being requested by the Developer) or ordered by any Court of competent jurisdiction. The parties agree there shall be no change in the existing number of twenty-seven (27) holes at the Golf Course, without the prior consent of the Associations, unless otherwise required by any governmental agency (without being requested by the Developer) or ordered by any Court of competent jurisdiction. The Developer specifically recognizes that the approval and acceptance of all non-golf course

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and recreational uses, such as residential, condominium and related retail development, is based solely on uniquely defined circumstances and does not establish a precedent for the development of such uses at any location on properties outside of the Core Area shown on the Site Plan that are currently owned by the Developer or any other legal entity which is under the common control and/or joint operation of the owners of the Property or otherwise.

8. **Restrictions.** The parties agree that all agreements contained herein shall be (i) binding upon and inure to the benefit of the parties hereto and their respective tenants, licensees, invitees, grantees, transferees, successors, successors-in-interest, successors-in-title and assigns, and (ii) shall be deemed to be covenants and restrictions running with the land, burdening the Property for the benefit of all of the land located in the Community owned by Associations or by the members of the Associations, for a continuous period of ninety-nine (99) years from the date of this Agreement.

9. **Enforcement.** The parties agree that the terms and provisions of this Agreement may be enforced by the Associations, through their respective Board of Directors as they specifically relate to each Association. Provisions contained herein relating to the Certified Site Plan (the Core Area), Declarations of the Developer constructed Townhomes and Condominiums, Traffic, and Uses within the Certified Site Plan shall be enforced by the Phase I Association only. In the event of any breach or violation of this Agreement by the Developer, the parties acknowledge that the Associations will be irreparably damaged. The Associations will therefore be entitled to temporary and permanent injunctive relief, in addition to a claim for any other damages provided by law. The Associations agree, however, not to take any action until they have provided written notice of the alleged breach or violation to the Developer, and allowed the Developer a period of thirty (30) days, or such additional period of time as is reasonable under the circumstances, to cure the breach or violation. In the event of any breach or violation of this Agreement by the Developer, the Associations shall, in addition to all other appropriate remedies, be entitled to record a claim of lien in the amount of $1,000.00 for each day that the breach continues, and shall be entitled to enforce said claim of lien by the filing of an action for foreclosure thereof in Hillsborough County Circuit Court, in the same manner as a mortgage foreclosure action, for the public sale of the Property. In the event that any party shall seek to enforce the terms of this Agreement by settlement or litigation, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys fees.

10. **Notices.** Any notice to be given to or served upon any party hereto, in connection herewith, must be in writing, and may be given by hand-delivery, by certified mail, return receipt requested, or by overnight delivery service, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail or when delivered into the custody of the overnight delivery service; if given otherwise than by certified mail or overnight delivery service, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Notices shall be given to the parties hereto at the following addresses:

If to the Developer: Emerald Greens at Carrollwood, LLC
13903 Clubhouse Drive
Tampa, Florida 33618-2706

THIS IS NOT A

If to the Associations: Carrollwood Village Homeowners Association, Inc.
4131 Gunn Highway
Tampa, Florida 33624

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Any party hereto may, at any time by giving five (5) days prior written notice to the other parties, designate any other address in substitution of the foregoing address to which notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

11. **Entire Agreement**. This Agreement embodies and constitutes the entire understanding between the parties with respect to the subject matter contemplated herein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

12. **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

13. **Headings**. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14. **Interpretation**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa, and the use of the term "include," "includes" and "including" shall be without limitation to the items which follow.

15. **Severability**. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **Conflict**. If any provision of this Agreement conflicts with the terms and conditions contained in the Declarations referred to herein, then the terms of this Agreement shall prevail.

17. **Joint Drafting**. The parties acknowledge that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguities should be realized in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either party solely on account of authorship.

18. **Waiver**. The waiver of one or more defaults by any party to this Agreement shall not be deemed a waiver of any subsequent default of the same or any other provision of this Agreement under the same or other circumstances.

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19. **Applicable Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the Developer and the Associations have caused this Development Agreement to be executed by their duly authorized officers effective as of the date first above written.

Witnesses:

Print Name: JOHN G. INGLIS

Print Name: Victoria J. Rivera

DEVELOPER:

EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company

By: COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager

By: _____
Frank R. Hayden, its President

By: ERALAD CAPITAL, INC., a Florida corporation, Co-Manager

By: _____
James F. Manley, its President

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Witnesses:

ASSOCIATIONS:

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: Richard C. Woltmann
Title: Executive Director

_____
Print Name: JOHN S. INGLIS

_____
Print Name: Victoria J. Rivera

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: JOHN E. McELY
Title: PRESIDENT

_____
Print Name: JOHN S. INGLIS

_____
Print Name: Victoria J. Rivera

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: William J. West
Title: President

_____
Print Name: JOHN S. INGLIS

_____
Print Name: Victoria J. Rivera

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STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of June, 2004, by FRANK R. HAYDEN, the President of COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager, and by JAMES F. MANLEY, the President of ERALAD CAPITAL, INC., a Florida corporation, Co-Manager, of EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company, on behalf of the company. They are personally known to me or did produce _____ as identification.

Victoria J. Rivera
NOTARY PUBLIC
Print Name: Victoria J. Rivera
My Commission Expires: Apr. 19, 2008
[notary seal]

Victoria J. Rivera
Commission #DD311201
Expires: Apr 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of June, 2004, by RICHARD C. WOLTMANN the EXEC. DIRECTOR of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce FLDL# W435-743-44-380-0 as identification.

Victoria J. Rivera
NOTARY PUBLIC
Print Name: Victoria J. Rivera
My Commission Expires: Apr. 19, 2008
[notary seal]

Victoria J. Rivera
Commission #DD311201
Expires: Apr 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

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STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of June, 2004, by JOHN A. MILEY, the PRESIDENT of CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce FLDL# M400-476-33-379-0 as identification.

Victoria J. Rivera
NOTARY PUBLIC
Print Name: Victoria J. Rivera
My Commission Expires: Apr. 19, 2008
[notary seal]

Victoria J. Rivera
Commission #DD311201
Expires: Apr 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of June, 2004, by WILLIAM J. WEST, the PRESIDENT of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce FLDL# W230-930-59-083-0 as identification.

Victoria J. Rivera
NOTARY PUBLIC
Print Name: Victoria J. Rivera
My Commission Expires: Apr. 19, 2008
[notary seal]

Victoria J. Rivera
Commission #DD311201
Expires: Apr 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

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CARROLLWOOD GOLF COURSE PARCEL I

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FOR a point of reference commence at the Northeast corner of the Northwest 1/4 of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida, and run thence S.00°04'02"W., along the East boundary of the Northeast 1/4 of the said Northwest 1/4 of Section 4, a distance of 100.00 feet to a point on the South right-of-way line of Ehrlich Road (as per deed recorded in O.R. Book 2352, Page 880) for the POINT OF BEGINNING of the tract herein described; thence continue along the East boundary of the Northeast 1/4 of the Northwest 1/4 of Section 4

1. S.00°04'02"W., a distance of 1439.15 feet to a point marking the Southeast corner of the said Northeast 1/4 of the Northwest 1/4 of Section 4; thence along the East boundary of the Southeast 1/4 of the said Northwest 1/4 of Section 4
2. S.00°06'58"W., a distance of 1331.74 feet to a point marking the Southeast corner of the said Southeast 1/4 of the Northwest 1/4 of Section 4; thence along the North boundary of the Southeast 1/4 of the said Section 4
3. N.89°46'15"E., a distance of 20.00 feet; thence
4. S.00°06'58"W., a distance of 150.00 feet; thence
5. S.89°46'15"W., a distance of 20.00 feet; thence
6. S.00°06'58"W., a distance of 272.37 feet to a point on the Northerly right-of-way line of North Village Drive, thence
7. Westerly, 242.73 feet along the arc of a curve, to the left, having a radius of 550.00 feet and a chord bearing and distance of N.69°16'03"W., 240.76 feet to a point of tangency; thence continuing along the said right-of-way line,
8. N.81°54'38"W., a distance of 232.51 feet to a point marking the Southeast corner of CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE I, as recorded in Condominium Plat Book 1, Page 11, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary thereof and the Easterly boundary of CARROLLWOOD VILLAGE CYPRESS CLUSTER HOUSES CONDOMINIUM, PHASE II, as recorded in Plat Book 1, Page 14, Public Records of Hillsborough County, Florida, the following four (4) courses and distances;
9. N.17°14'00"W., a distance of 598.34 feet; thence
10. N.08°08'35"W., a distance of 218.75 feet; thence
11. N.02°28'55"E., a distance of 621.48 feet; thence
12. N.04°02'02"E., a distance of 133.77 feet to a point marking the Southeast corner of a plat of subdivision entitled THE CLOISTER, as recorded in Plat Book 47, Page 44, Public Records of Hillsborough County, Florida; thence along the exterior boundary of said plat the following twenty-two (22) courses and distances
13. N.04°02'02"E., a distance of 274.03 feet; thence
14. Northerly, 112.75 feet along the arc of a curve, to the left, having a radius of 250.00 feet and a chord bearing and distance of N.16°57'17"E., 111.80 feet; thence
15. N.04°02'02"E., a distance of 242.00 feet; thence
16. Northerly, 35.00 feet along the arc of a curve, to the left, having a radius of 350.00 feet and a chord bearing and distance of N.01°10'08"E., 34.99 feet, thence
17. N.54°25'47"E., a distance of 258.89 feet; thence
18. N.40°01'43"E., a distance of 50.00 feet; thence
19. N.11°36'07"E., a distance of 212.16 feet; thence
20. N.20°41'32"E., a distance of 67.39 feet; thence
21. N.69°18'28"W., a distance of 28.89 feet; thence
22. N.00°16'09"W., a distance of 115.00 feet; thence
23. S.89°43'51"W., a distance of 549.22 fet; thence
24. S.67°30'33"W., a distance of 149.99 feet; thence
25. N.71°49'27"W., a distance of 212.94 feet; thence
26. N.75°25'39"W., a distance of 540.77 feet; thence
27. S.03°59'48"E., a distance of 329.30 feet; thence
28. S.34°42'54"E., a distance of 217.16 feet; thence
29. S.25°37'29"E., a distance of 416.36 feet; thence
30. S.79°00'44"E., a distance of 133.86 feet; thence
31. N.75°46'07"E., a distance of 448.28 feet; thence
32. S.86°18'49"E., a distance of 185.44 feet; thence
33. S.04°02'02"W., a distance of 156.43 feet; thence
34. S.65°29'38"W., a distance of 651.94 feet to a point on the aforementioned Northerly right-of-way line of North Village Drive; thence along said right-of way line
35. Northwesterly, 511.45 feet along the arc of a curve, to the left, having a radius of 690.00 feet and a chord bearing and distance of N.56°41'56"W., 499.82 feet; thence continuing along said right-of-way line,
36. N.77°56'01"W., a distance of 5.57 feet; thence
37. N.11°37'30"E., a distance of 75.29 feet; thence
38. N.38°40'13"W., a distance of 459.98 feet; thence
39. N.29°56'42"W., a distance of 164.08 feet; thence
40. N.00°10'27"W., a distance of 524.86 feet to a point on the aforementioned South right-of-way line of Ehrlich Road; thence along said right-of-way line
41. N.89°43'51"E., a distance of 2000.26 feet to the POINT OF BEGINNING.

CONTAINING 59.41 acres, more or less.

EXHIBIT "A"

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CARROLLWOOD GOLF COURSE PARCEL II

FOR a point of reference commence at the Northeast corner of the Northwest 1/4 of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida, and run thence S.00°04'02"W., along the East boundary of the Northeast 1/4 of said Northwest 1/4 of Section 4, a distance of 1539.15 feet to a point marking the Southeast corner of the said Northeast 1/4 of the Northwest 1/4 of Section 4; thence S.00°06'58"W., along the East boundary of the Southeast 1/4 of the said Northwest 1/4 of Section 4 and a Coutherly extension thereof a distance of 1754.61 feet to a point on the Northerly right-of-way line of North Village Drive; thence S.12°43'13" W., a distance of 108.60 feet to a point on the Southerly right-of-way line of the said North Village Drive for the POINT OF BEGINNING of the tract herein described; thence

1. Southerly, 38.74 feet along the arc of a curve, to the right, having a radius of 25.00 feet and a chord bearing and distance of S.07°43'29"E., 34.98 feet to a point of reverse curvature; thence along the Westerly right-of-way line of Carrollwood Village Run
2. Southwesterlu, 292.13 feet along the arc of a curve, to the left, having a radius of 446.33 feet and a chord bearing and distance of S.17°55'02"W., 286.94 feet to a point of compound curvature; thence continuing along said Westerly right-of-way line
3. Southerly, 907.60 feet along the arc of a curve, to the left, having a radius of 7364.25 feet and a chord bearing and distance of S.04°21'51"E., 907.03 feet to a point on the Northerly right-of-way line of Cypress Village Circle as shown on a plat of subdivision entitled CYPRESS RUN, as recorded in Plat Book 47, Page 84, of the Public Records of Hillsborough County, Florida; and a portion of the Southwest 1/4 of Section 4, Township 28 East, Range 18 East.
4. Southwesterly, 39.10 feet along the arc of a curve, to the left, having a radius of 25.00 feet and a chord bearing and distance of S.36°54'41"W., 35.24 feet to a point of tangency; thence
5. S.81°43'03"W., a distance of 73.32 feet to a point of curvature; thence
6. Westerly, 43.39 feet along the arc of a curve, to the right, having a radius of 125.00 feet and a chord bearing and distance of N.88°20'15"W., 43.18 feet to a point of tangency; thence
7. N.78°23'32"W., a distance of 100.00 feet to a point of curvature; thence
8. Westerly, 47.11 feet along the arc of a curve, to the left, having a radius of 175.00 feet and a chord bearing and distance of N.86°06'15"W., 46.97 feet; thence
9. N.15°48'21"W., a distance of 658.66 feet; thence
10. N.61°33'25"E., a distance of 85.00 feet; thence
11. N.44°22'33"W., a distance of 141.38 feet; thence
12. S.50°13'24"W., a distance of 189.07 feet; thence
13. S.39°46'36"E., a distance of 10.00 feet; thence
14. S.59°18'49"W., a distance of 494.30 feet; thence
15. S.22°05'04"E., a distance of 803.05 feet; thence
16. N.70°24'44"E., a distance of 544.46 feet; thence
17. N.15°48'21"W., a distance of 122.20 feet to a point on a curve; thence
18. Easterly, 22.92 feet along the arc of a curve, to the right, having a radius of 125.00 feet and a chord bearing and distance of S.83°38'42"E., 22.89 feet to a point of tangency; thence
19. S.78°23'32"E., a distance of 100.00 feet to a point of curvature; thence
20. Easterly, 60.75 feet along the arc of a curve, to the left, having a radius of 175.00 feet and a chord bearing and distance of S.88°20'15" E., 60.45 feet to a point of tangency; thence
21. N.81°43'03"E., a distance of 73.32 feet to a point of curvature; thence
22. Southeasterly, 39.10 feet along the arc of a curve, to the right, having a radius of 25.00 feet and a chord bearing and distance of S.53°28'35"E., 35.24 feet to a point on the aforementioned Westerly right-of-way line of Carrollwood Village Run; thence along said right-of-way line
23. Southerly, 75.15 feet along the arc of a curve, to the left, having a radius of 7364.25 feet and a chord bearing and distance of S.08°57'46"E., 75.15 feet to a point marking the most Northerly corner of a plat of subdivision entitled R.R. BACK'S SUBDIVISION, as recorded in Plat Book 48, Page 78, Public Records of Hillsborough County, Florida; thence along the Northwesterly boundary of said plat
24. S.48°51'55"W., a distance of 676.99 feet to a point marking the most Westerly corner of said plat; thence along the Southwesterly boundary of said plat
25. S.52°15'53"E., a distance of 278.68 feet to a point marking the most Southerly corner of said plat, said point also marking the most Westerly corner of a plat of subdivision entitled CARROLLWOOD VILLAGE GREENFIELD MIDRISES CONDOMINIUM, PHASE I, as recorded in Condominium Plat Book 1, Page 13, Public Records of Hillsborough County, Florida; thence along the Southwesterly boundary of said plat the following three (3) courses and distances,
26. S.52°15'53"E., a distance of 37.87 feet; thence
27. S.43°10'28"E., a distance of 223.57 feet; thence

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28. S.33°39'44"E., a distance of 360.00 feet, to a point marking the most Southerly corner of the aforesaid plat of CARROLLWOOD VILLAGE GREENFIELD MIDRISES CONDOMINIUM, PHASE I, said point also marking the most Westerly corner of a plat of subdivision entitled MID VILLAGE, as recorded in Plat Book 48, Page 57, Public Records of Hillsborough County, Florida; thence along the Southwesterly boundary of said plat the following two (2) courses and distances,
29. S.33°39'44"E., a distance of 283.90 feet; thence
30. S.19°14'24"E., a distance of 369.89 feet to a point on the aforementioned Westerly right-of-way line of Carrollwood Village Run; thence along said right-of-way line
31. S.25°47'02"W., a distance of 7.05 feet to a point of curvature; thence continuing along said right-of-way line,
32. Southerly, 218.29 feet along the arc of a curve to the left, having a radius of 298.34 feet and a chord bearing and distance of S.04°49'21"W., 213.46 feet; thence
33. S.78°10'28"W., a distance of 184.02 feet; thence
34. N.54°03'50"W., a distance of 148.60 feet; thence
35. N.40°59'18"W., a distance of 435.00 feet to a point marking the most Easterly corner of a plat of subdivision entitled WHISPER SOUND, as recorded in Plat Book 48, Page 44, Public Records of Hillsborough County, Florida; thence along the exterior boundary of said plat the following nine (9) courses and distances,
36. N.40°59'18"W., a distance of 91.78 feet; thence
37. N.31°53'53"W., a distance of 187.37 feet; thence
38. N.40°01'54"W., a distance of 537.82 feet; thence
39. N.52°08'04"W., a distance of 114.77 feet; thence
40. N.23°53'57"W., a distance of 299.88 feet; thence
41. S.73°48'50"W., a distance of 461.00 feet; thence
42. S.13°03'27"E., a distance of 472.54 feet; thence
43. S.04°07'44"W., a distance of 332.10 feet; thence
44. S.17°46'19"W., a distance of 174.20 feet, to a point on the Northerly right-of-way line of Fletcher Avenue; thence along said right-of-way line,
45. N.83°00'00"W., a distance of 216.66 feet to a point of curvature; thence continuing along said right-of-way line,
46. Westerly, 119.16 feet along the arc of a curve, to the right, having a radius of 500.00 feet and a chord bearing and distance of N.76°10'21"W., 118.88 feet to a point marking the most Southerly corner of a plat of subdivision entitled CARROLLWOOD VILLAGE TWINLAKE TOWNHOUSE CONDOMINIUM, as recorded in Condominium Plat BOOK 1, Page 64, Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said plat the following four (4) courses and distances,
47. N.15°51'04"W., a distance of 565.13 feet; thence
48. N.06°45'39"W., a distance of 147.87 feet; thence
49. N.19°25'44"W., a distance of 474.86 feet; thence
50. N.42°55'34"W., a distance of 89.60 feet; thence
51. N.44°28'08"W., a distance of 60.00 feet; thence
52. N.45°21'02"E., a distance of 153.00 feet to a point of curvature; thence
53. Northerly, 185.16 feet along the arc of a curve, to the left, having a radius of 174.69 feet and a chord bearing and distance of N.14°59'09"E., 176.61 feet to a point of tangency; thence
54. N.15°22'44"W., a distance of 102.14 feet; thence
55. N.00°48'41"E., a distance of 1857.18 feet; thence
56. N.32°55'31"W., a distance of 325.78 feet; thence
57. N.14°08'51"W., a distance of 220.46 feet; thence
58. N.03°00'05"W., a distance of 596.14 feet; thence
59. N.56°42'38"E., a distance of 204.33 feet; thence
60. N.35°34'46"E., a distance of 518.99 feet to a point on the Southerly right-of-way line
61. S.77°56'01"E., a distance of 128.45 feet to a point of curvature; thence continuing along said right-of-way line
62. Southeasterly, 360.79 feet along the arc of a curve, to the right, having a radius of 610.00 feet and a chord bearing and distance of S.60°59'22"E., 355.56 feet to a point marking the most Northerly corner of a plat of subdivision entitled CARROLLWOOD VILLAGE NORTHMEADOW CLUSTER HOUSES CONDOMINIUM, PHASE II, as recorded in Condominium Plat Book 1, Page 65, Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said plat and the Westerly and Southerly boundary of CARROLLWOOD VILLAGE NORTHMEADOW CLUSTER HOUSES CONDOMINIUM, PHASE I, as recorded in Condominium Plat Book 1, Page 55, Public Records of Hillsborough County, Florida, the following nine (9) courses and distances,

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63. S.30°54'58"W., a distance of 560.33 feet; thence
64. S.40°00'23"W., a distance of 115.27 feet; thence
65. S.08°10'01"E., a distance of 545.12 feet; thence
66. S.05°50'29"E., a distance of 359.93 feet; thence
67. S.34°21'28"E., a distance of 95.63 feet; thence
68. S.08°22'21"E., a distance of 167.02 feet; thence
69. N.80°29'41"E., a distance of 358.99 feet to a point of curvature; thence
70. Northeasterly, 129.95 feet along the arc of a curve, to the left, having a radius of 220.00 feet and a chord bearing and distance of N.63°34'20"E., 128.07 feet to a point of tangency; thence
71. N.46°39'00"E., a distance of 21.50 feet to a point on the aforementioned Southerly right-of-way line of North Village Drive; thence along said right-of-way line the following seven (7) courses and distances
72. S.43°21'00"E., a distance of 60.00 feet; thence
73. N.46°39'00"E., a distance of 0.70 feet to a point of curvature; thence
74. Easterly, 37.37 feet along the arc of a curve, to the right, having a radius of 25.00 feet and a chord bearing and distance of N.89°28'29"E., 33.99 feet to a point of reverse curvature; thence
75. Southeasterly, 417.95 feet along the arc of a curve, to the left, having a radius of 700.00 feet and a chord bearing and distance of S.64°48'21"E., 411.77 feet to a point of tangency; thence
76. S.81°54'38"E., a distance of 340.70 feet to a point of curvature; thence
77. Southeasterly, 234.00 feet along the arc of a curve, to the right, having a radius of 450.00 feet and a chord bearing and distance of S.67°00'50"E., 231.37 feet to a point of tangency; thence
78. S.52°07'01"E., a distance of 2.95 feet to the POINT OF BEGINNING.

Containing 133.86 acres, more or less.

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CARROLLWOOD GOLF COURSE PARCEL III

BEGINNING at a point on the Northerly right-of-way line of Old Orchard Drive, Marking the Southeast corner of Lot 1, Block 11, as shown on a plat of subdivision entitledCARROLLWWOD VILLAGE, SECTION 1, UNIT 3, as recorded in Plat Book 44, Page 46, Public Records of Hillsborough County, Florida, and run thence along the Easterly boundary of the said Block 11, the following five (5) courses and distances;

1. N.21°05'54"W., a distance of 158.30 feet; thence
2. N.01°45'19"W., a distance of 506.36 feet; thence
3. N.07°20'05"E., a distance of 190.32 feet; thence
4. N.00°03'03"W., a distance of 615.86 feet; thence
5. N.11°47'09"E., a distance of 74.93 feet to a point marking the Northeast corner of the aforesaid Block 11, said point also marking the Southeasterly corner of a plat of subdivsion entitled CARROLLWOOD VILLAGE ROLLING GREEN TOWNHOUSES CONDOMINIUM, as recorded in Condominium Plat Book 1, Page 53, of the Public Records of Hillsborough County, Florida; thencealong the Easterly boundary of the last mentioned plat the following two (2) courses and distances,
6. N.11°47'09"E., a distance of 330.63 feet; thence
7. N.32°53'29"E., a distance of 177.77 feet to a point on the Southerly right-of-way line of Fletcher Avenue; thence along said right-of-way line the following three (3) courses and distances,
8. Easterly, 73.64 feet along the arc of a curve to the left having a radius of 600.00 feet and a chord bearing and distance of S.79°29'02"E., 73.60 feet to a point of tangency; thence
9. S.83°00'00"E., a distance of 216.66 feet to a point of curvature; thence
10. Easterly, 48.86 feet along the arc of a curve to the right, having a radius of 1200.00 feet and a chord bearing and distance of S.81°50'01"E., 48.85 feet to a point marking the most Westerly corner of a plat of subdivision entitled CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES CONDOMINIUM, as recorded in Plat Book 1, Page 23, Public Records of Hillsborough County, Florida; thence along the Southwesterly boundary of the last mentioned plat the following four (4) courses and distances,
11. S.13°04'03"E., a distance of 113.00 feet; thence
12. S.35°31'38"E., a distance of 535.80 feet; thence
13. S.57°14'46"E., a distance of 397.00 feet; thence
14. S.14°38'39"E., a distance of 193.86 feet to a point on the Northerly right-of-way line of Carrollwood Village Drive as shown on a plat of subdivision entitled CARROLLWOOD VILLAGE SECTION 1 UNIT 2, as recorded in Plat Book 44, Page 45, Public Records of Hillsborough County, Florida; thence along the exterior boundary of the last mentioned plat the following twelve (12) courses and distances,
15. Southwesterly, 61.08 feet along the arc of a curve, to the left, having a radius of 355.00 feet and a chord bearing and distance of S.63°50'44"W., 61.01 feet to a point of tangency; thence
16. S.58°54'58"W., a distance of 129.80 feet; thence
17. N.57°14'47"W., a distance of 510.48 feet; thence
18. N.31°46'04"W., a distance of 293.86 feet; thence
19. N.22°40'39"W., a distance of 120.67 feet; thence
20. WEST, a distance of 112.28 feet; thence
21. S.11°47'09"W., a distance of 128.00 feet; thence
22. S.00°03'03"E., a distance of 604.12 feet; thence
23. S.07°20'06"W., a distance of 209.68 feet; thence
24. S.12°36'00"W., a distance of 363.57 feet; thence
25. S.05°08'32"E., a distance of 166.76 feet; thence
26. S.59°30'38"W., a distance of 186.47 feet to the POINT OF BEGINNING.

CONTAINING 20.285 acres, more or less.

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BEGINNING at a point on the Southerly right-of-way line of Carrollwood Village Drive, marking the Northeast corner of Lot 14, Block 14, as shown on a plat of subdivision entitled CARROLLWOOD VILLAGE SECTION 1 UNIT 2, as recorded in Plat Book 44, Page 45, Public Records of Hillsborough County, Florida, and run thence along said right-of-way line

1. N.58°54'58"E., a distance of 115.17 feet to a point of curvature; thence continuing along the said right-of-way line
2. Northeasterly, 61.09 feet along the arc of a curve, to the right, having a radius of 295.00 feet and a chord bearing and distance of N.64°50'54"E., 60.98 feet to a point marking the Northwest corner of Lot 1, Block 2, as shown on a plat of subdivision entitled CARROLLWOOD VILLAGE SECTION 1 UNIT 1 as recorded in Plat Book 44, Page 44, Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said Block 2 the following eleven (11) courses and distances
3. S.17°55'03"E., a distance of 177.50 feet; thence
4. N.84°31'30"E., a distance of 63.26 feet; thence
5. S.64°33'26"E., a distance of 62.45 feet; thence
6. S.34°21'17"E., a distance of 60.00 feet; thence
7. S.20°41'41"W., a distance of 198.95 feet; thence
8. S.17°55'03"E., a distance of 168.43 feet; thence
9. S.11°04'28"E., a distance of 226.98 feet; thence
10. S.09°43'36"W., a distance of 364.91 feet; thence
11. S.00°06'54"W., a distance of 245.52 feet; thence
12. S.64°29'48"W., a distance of 120.80 feet; thence
13. S.11°25'31"E., a distance of 396.45 feet, to a point marking the Northwest corner of Lot 27, Block 2, as shown on a plat of subdivision entitled CARROLLWOOD VILLAGE SECTION 1 UNIT NO. 4, as recorded in Plat Book 48, Page 54, of the Public Records of Hillsborough County, Florida; thence along the exterior boundary of said plat the following sixteen (16) courses and distances
14. S.11°25'31"E., a distance of 119.04 feet; thence
15. S.04°34'57"E., a distance of 226.23 feet; thence
16. S.32°35'35"E., a distance of 25.20 feet; thence
17. EAST, a distance of 267.78 feet; thence
18. S.09°14'18"E., a distance of 206.59 feet; thence
19. S.60°07'56"W., a distance of 143.88 feet; thence
20. S.32°35'35"E., a distance of 70.00 feet; thence
21. S.16°53'57"E., a distance of 71.84 feet; thence
22. S.18°25'34"W., a distance of 78.64 feet; thence
23. S.47°22'25"W., a distance of 76.18 feet; thence
24. S.72°31'38"W., a distance of 75.41 feet; thence
25. N.78°09'05"W., a distance of 73.04 feet; thence
26. N.77°19'03"W., a distance of 100.87 feet; thence
27. N.77°15'55"W., a distance of 315.00 feet; thence
28. N.67°22'33"W., a distance of 72.09 feet; thence
29. N.47°36'49"W., a distance of 72.09 feet; thence along the exterior boundary of a plat of subdivision entitled CARROLLWOOD VILLAGE SECTION 1 UNIT 6, according to map or plat thereof recorded in Plat Book 49, Page 39, Public Records of Hillsborough County, Florida, the following fifteen (15) courses and distances,
30. N.27°50'56"W., a distance of 72.09 feet; thence
31. N.07°40'33"W., a distance of 76.65 feet; thence
32. N.00°13'00"W., a distance of 227.11 feet; thence
33. N.10°33'14"W., a distance of 271.36 feet; thence
34. N.46°48'28"W., a distance of 138.82 feet; thence
35. N.53°54'40"W., a distance of 132.83 feet; thence
36. N.57°40'55"W., a distance of 130.07 feet; thence
37. N.68°49'23"W., a distance of 130.07 feet; thence
38. N.79°57'49"W., a distance of 130.07 feet; thence
39. N.89°10'13"W., a distance of 115.85 feet; thence
40. S.89°40'00"W., a distance of 105.00 feet; thence
41. N.71°59'48"W., a distance of 151.00 feet; thence
42. N.35°19'23"W., a distance of 151.00 feet; thence
43. N.01°40'05"E., a distance of 154.07 feet; thence

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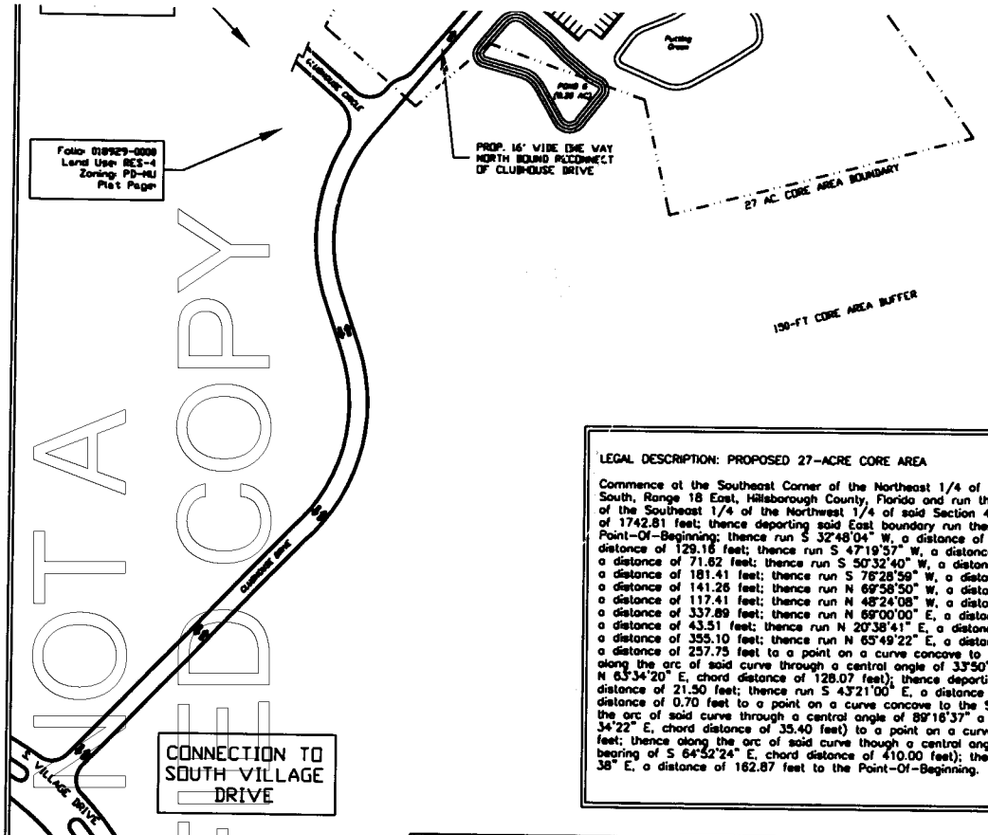
CARROLLWOOD GOLF COURSE PARCEL continued

44. N.18°17'04"E., a distance of 105.00 feet to a point marking the Southeast corner of Lot 67, as shown on a plat of subdivision entitled CARROLLWOOD VILLAGE SECTION 1 UNIT 3, as recorded in Plat Book 44, Page 46, Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said Lot 67
45. N.00°54'34"W., a distance of 147.92 feet to a point on the Southerly right-of-way line of Old Orchard Drive as shown on the said plat of CARROLLWOOD VILLAGE SECTION 1 UNIT 3; thence along said right-of-way line
46. Northeasterly, 222.00 feet along the arc of a curve to the left, having a radius of 430.00 feet and a chord bearing and distance of N.74°18'02"E., 219.54 feet to a point marking the Northwesterly corner of Lot 13, Block 15, as shown on the aforementioned plat of CARROLLWOOD VILLAGE SECTION 1 UNIT 2; thence along the exterior boundary of said plat the following sixteen (16) courses and distances,
47. S.30°29'22"E., a distance of 100.00 feet; thence
48. S.76°33'52"E., a distance of 129.92 feet; thence
49. S.67°12'04"E., a distance of 397.01 feet; thence
50. S.37°43'03"E., a distance of 239.48 feet; thence
51. S.28°37'38"E., a distance of 506.36 feet; thence
52. S.85°29'32"E., a distance of 127.12 feet; thence
53. N.04°30'28"E., a distance of 242.02 feet, to a point on the right-of-way of Golf Crest Terrace; thence along said right-of-way line
54. Northerly, 70.28 feet along the arc of a curve, to the left, having a radius of 60.00 feet and a chord beqring and distance of N.04°30'28"E., 66.33 feet; thence
55. N.04°30'28"E., a distance of 118.06 feet; thence
56. N.15°50'42"W., a distance of 221.66 feet; thence
57. N.09°59'12"E., a distance of 479.66 feet; thence
58. N.11°04'28"W., a distance of 172.12 feet; thence
59. N.07°59'03"W., a distance of 54.19 feet; thence
60. N.12°00'01"W., a distance of 105.19 feet; thence
61. N.01°38'45"E., a distance of 109.37 feet; thence
62. N.01°59'03"W., a distance of 240.76 feet; thence
63. N.31°45'02"W., a distance of 60.48 feet to the POINT OF BEGINNING.

CONTAINING 36.26 acres, more or less.

NOTE: Instruments listed do not pertain to this survey.

O.R. Book 3403 Page 1037
O.R. Book 3259 Page 56
O.R. Book 3379 Page 752
O.R. Book 3203 Page 869
O.R. Book 3270 Page 1913



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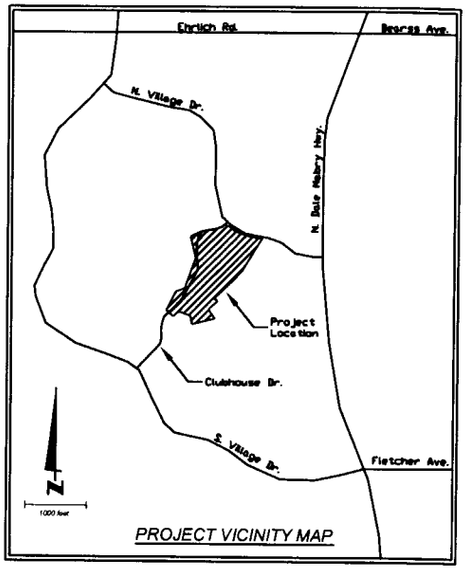
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.



PROJECT VICINITY MAP

LEGAL DESCRIPTION: PROPOSED 27-ACRE CORE AREA

Commence at the Southeast Corner of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 28 South, Range 18 East, Hillsborough County, Florida and run thence S 00°06'58" W along the East boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 4, Township 28 South, Range 18 East, a distance of 1742.81 feet; thence departing said East boundary run thence West, a distance of 415.30 feet to the Point-Of-Beginning; thence run S 32°48'04" W, a distance of 615.80 feet; thence run S 43°27'14" W, a distance of 129.16 feet; thence run S 47°19'57" W, a distance of 504.40 feet; thence run S 44°03'22" E, a distance of 71.62 feet; thence run S 50°32'40" W, a distance of 193.88 feet; thence run S 34°36'31" E, a distance of 181.41 feet; thence run S 76°28'59" W, a distance of 382.65 feet; thence run N 11°49'09" W, a distance of 141.26 feet; thence run N 69°58'50" W, a distance of 201.93 feet; thence run S 50°08'10" W, a distance of 117.41 feet; thence run N 48°24'08" W, a distance of 145.40 feet; thence run N 27°37'41" E, a distance of 337.89 feet; thence run N 69°00'00" E, a distance of 110.67 feet; thence run N 77°12'15" E, a distance of 43.51 feet; thence run N 20°38'41" E, a distance of 523.56 feet; thence run N 12°56'05" W, a distance of 355.10 feet; thence run N 65°49'22" E, a distance of 195.47 feet; thence run N 80°29'41" E, a distance of 257.75 feet to a point on a curve concave to the Northwest having a radius of 220.00 feet; thence along the arc of said curve through a central angle of 33°50'42" a distance of 129.95 feet (chord bearing of N 63°34'20" E, chord distance of 128.07 feet); thence departing said curve run thence N 46°39'00" E, a distance of 21.50 feet; thence run S 43°21'00" E, a distance of 60.00 feet; thence run N 46°39'00" E, a distance of 0.70 feet to a point on a curve concave to the Southeast having a radius of 25.19 feet; thence along the arc of said curve through a central angle of 89°16'37" a distance of 39.25 feet (chord bearing of S 88° 34'22" E, chord distance of 35.40 feet) to a point on a curve concave to the Northeast having a radius of 699.67 feet; thence along the arc of said curve though a central angle of 34°04'28" a distance of 416.10 feet (chord bearing of S 64°52'24" E, chord distance of 410.00 feet); thence departing said curve run thence S 81°54' 38" E, a distance of 162.87 feet to the Point-Of-Beginning.

GENERAL SITE INFORMATION

(1) PROJECT FOLIO: 018906-2000
(2) EXISTING LAND USES: RECREATIONAL
RECREATIONAL SUPPORT
(3) FUTURE LAND USE: RES-4
(4) EXISTING ZONING: PD-MU
(5) PROPOSED ZONING: PD-MU
(6) TOTAL CORE PROJECT AREA: 27 ACRES
(7) TOTAL RESIDENTIAL AREA: 12.1 ACRES
(8) TOTAL RECREATIONAL AREA: 14.9 ACRES
(9) TOTAL PARKING SPACES REQUIRED: 410
(9) TOTAL PARKING SPACES PROVIDED: 448

LAND USE SUMMARY FOR STRUCTURES

BUILDING	SQUARE FOOTAGE (1)	BUILDING PAD AREA (2)	TOTAL BUILDING PAD AREA (3)	% OF CORE AREA (4)
TOWNHOMES (56 UNITS)	2200-2500	6800 S.F.	2.2 AC.	8.1 %
CONDOMINIUMS (50 UNITS)	1150	21667 S.F.	0.5 AC.	1.8 %
TENNIS PRO SHOP	3300	3300 S.F.	0.07 AC.	0.3 %
POOL, SPA + GRILLE AREA	30000	37900 S.F.	0.9 AC.	3.3 %
CLUBHOUSE	21000	27000 S.F.	0.6 AC.	2.3 %
SNACK BAR / RESTROOM	2200	2200 S.F.	0.05 AC.	0.2 %

NOTES:
(1) SQUARE FOOTAGE OF EACH INDIVIDUAL UNIT FOR TOWNHOMES AND CONDOS.
(2) TOTAL BUILDING ENVELOPE AREA FOR EACH STRUCTURE
(3) SUM OF EACH INDIVIDUAL STRUCTURE BUILDING PAD AREA
(4) (TOTAL BUILDING PAD AREA / TOTAL CORE PROJECT AREA) X 100

LAND USE SUMMARY FOR INFRASTRUCTURE

LAND USE	TOTAL AREA (AC.)	% OF CORE AREA
ROADWAYS AND DRIVEWAYS	3.37	12.5%
PARKING AREAS	2.67	9.87%
PARKING AND ROADWAY BUFFERS	0.40	1.5%
STORMWATER PONDS	3.26	12.1%
TENNIS COURTS	1.33	4.9%
GOLF COURSE ACTIVITIES	3.73	12.5%
OTHER GREEN SPACE	7.92	29.3%

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Tampa, Florida 33618
Phone: 813.265.3130 Fax: 813.265.6610
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Prepared For
Emerald Greens at Carrollwood
Tampa, FL

PROJECT NUMBER: 0238 SEC: 09 TWN: 28 RNG: 18

EMERALD GREENS COUNTRY CLUB

DESIGNED BY: JAC DRAWN BY: JAC APP. BY:

GENERAL DEVELOPMENT PLAN (RZ 04-813, ITERATION 2)

CONCEPT: X PERMIT: BID: CONST: AS-BUILT:

DATE	BY	REVISIONS
3/03/04	JAC	Site plan modifications as per client request
3/09/04	JAC	Minor clubhouse mods. as per client request
3/14/04	JAC	Minor modifications as per client request
3/17/04	JAC	Format mods for zoning application
5/26/04	JAC	Modifications made up to Concept Plan 6

ORIGINAL DATE: 10/31/03
LAST REVISED: 05/26/04
FILE: 0238_Concept Plan 6_Zoning
SCALE: 1 inch = 100 feet

SHEET 1 of 1

Book13948/Page1929

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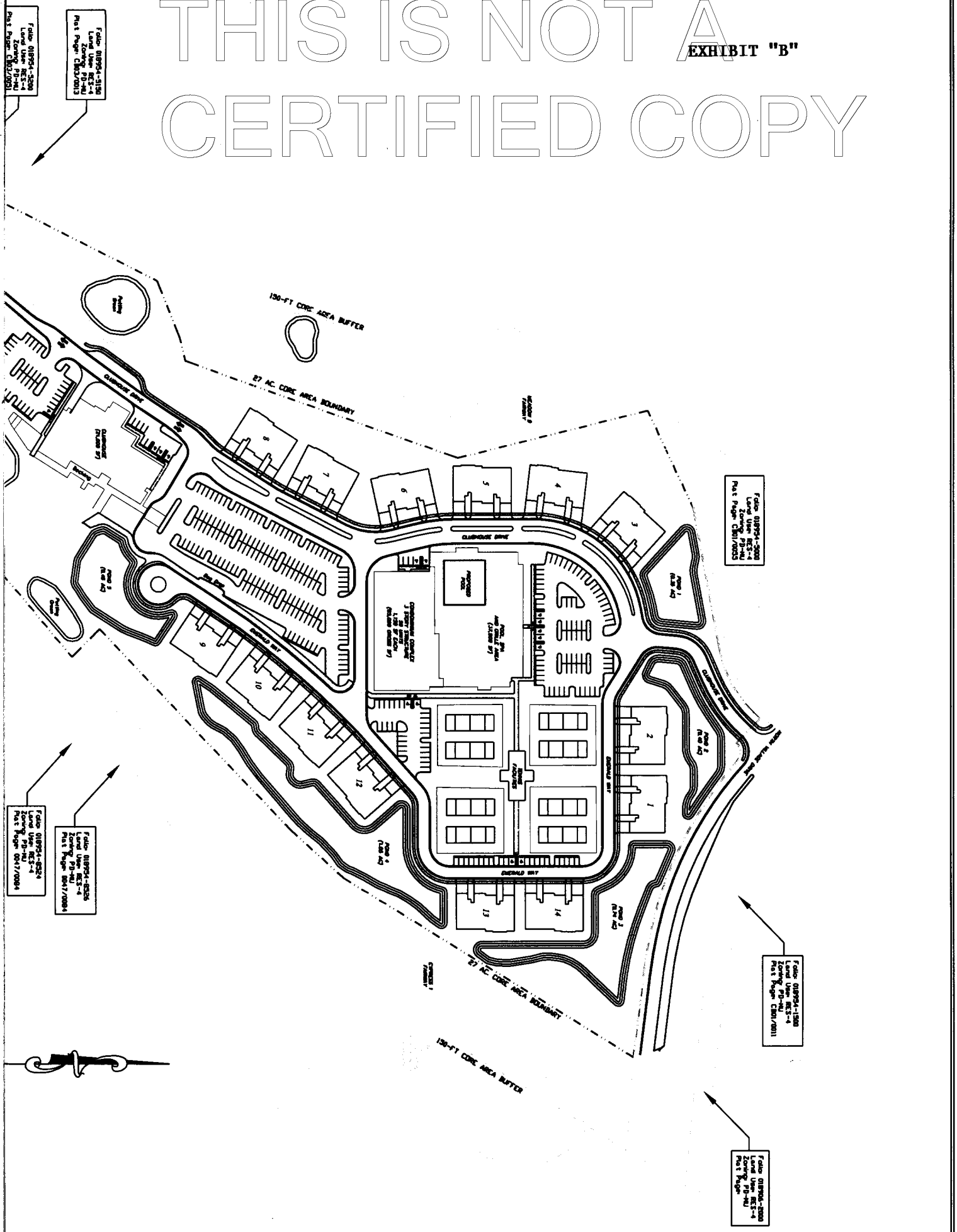

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DRAINAGE ANALYSIS

FOR

EMERALD GREENS GOLF & COUNTRY CLUB

HILLSBOROUGH COUNTY, FL

SEC 4 / TWP 28S / RGE 18E

SUBMITTED BY

EMERALD GREENS AT CARROLLWOOD, LLC

PREPARED BY

WATER RESOURCE ASSOCIATES, INC.
14502 N. DALE MABRY HIGHWAY, SUITE 226
TAMPA, FL 33618

MAY 2004

Mark D. Farrell, P.E.
Florida P.E. No. 34448

Water Resource ASSOCIATES

EXHIBIT "C"

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2. Existing Topography and Drainage
3. Existing Soils Analysis
4. Existing Groundwater Conditions
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1. Introduction

The Emerald Greens Golf and County Club (Club) project consists of the redevelopment of a section of the Club facilities in the vicinity of the existing swim and tennis center as delineated in Figure 1. The proposed project site (Site) covers approximately 22 acres of the total Club, a 250-acre parcel (Property) located in western Hillsborough County. The Property is located west side of Dale Mabry Highway, south of Ehrlich Road. The Site to be redeveloped is bounded by North Village Drive to the north and the existing golf course to the south, east and west, and is located within in Section 04, Township 28S and Range 18E. Currently located within the Site are an existing swim and tennis center, tennis pro shop, four tennis courts, parking areas, golf cart paths and sidewalks and grassed common areas. The Site is bisected by Clubhouse Drive, a private road maintained by the Club.

The proposed redevelopment includes demolition and reconstruction of the tennis courts, tennis pro shop and 3.37 acres of parking, a realignment and widening of 1,300 feet of Clubhouse Drive, construction of 1,800 feet of new roadway, development of 56 residential town homes and a 50 unit condominium complex, and excavation of 3.26 acres of wet detention ponds for water quality treatment and quantity attenuation (Figure 2).

2. Existing Topography and Drainage

Elevations on the proposed Site range from approximately 50' NGVD in the gutter areas of the northern parking lot to 58' NGVD around the perimeter of the existing clubhouse based upon a Peninsula Design and Engineering topographic survey dated February, 2004. The Site is located within the Rocky/Brushy creek drainage basin according to the Hillsborough County (County) Rocky/Brushy Creek Stormwater Management Plan dated 2002. The Site drains via overland flow from the existing golf course fairways, to shallow concentrated flow from grassed swales and roadway gutters, to pipe flow where it is discharged into a surrounding network of ponds that ultimately discharge into Brushy Creek to the southeast. The site can be divided into 7 drainage basins as delineated in Figure 3. Table 1 summarizes existing drainage patterns on the proposed Site, including pre-developed peak discharge rates for each basin. Tailwater conditions are controlled by the seasonal high water table (SHWT) elevations within the surrounding discharge ponds.

3. Existing Soils Analysis

The U.S. Department of Agriculture's Soil Survey of Hillsborough County (Soil Survey) indicates that the Site is divided into three primary soil types (Figure 4). According to the soil survey, the western portion of the site consists of Myakka Fine Sand (hydrologic group B/D), the eastern portion of the site consists of Malabar Fine Sand (hydrologic group B/D) and the southern portion of the site consists of Basinger, Holopaw and Samsula Depression soil (hydrologic group D). The soils series described in the Soil Survey are somewhat inconsistent with the conditions observed on the Site as they represent soil conditions prior to the construction of the golf course when much of the Site was part of a depressional wetland system. During construction of the golf course in the mid 1970's approximately four to eight feet of fill was placed in portions of the Site, making up the existing soil conditions.

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PROJECT: Emerald Greens Country Club - Tampa, Florida

FIGURE 1
VICINITY MAP

ORIGINAL DATE: 03-08-04
REVISION DATE: NA
JOB NUMBER: 0238
FILE NAME: 0238_Vicinity.mxd
GIS OPERATOR: JAC

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1 Inch = 1000 Feet

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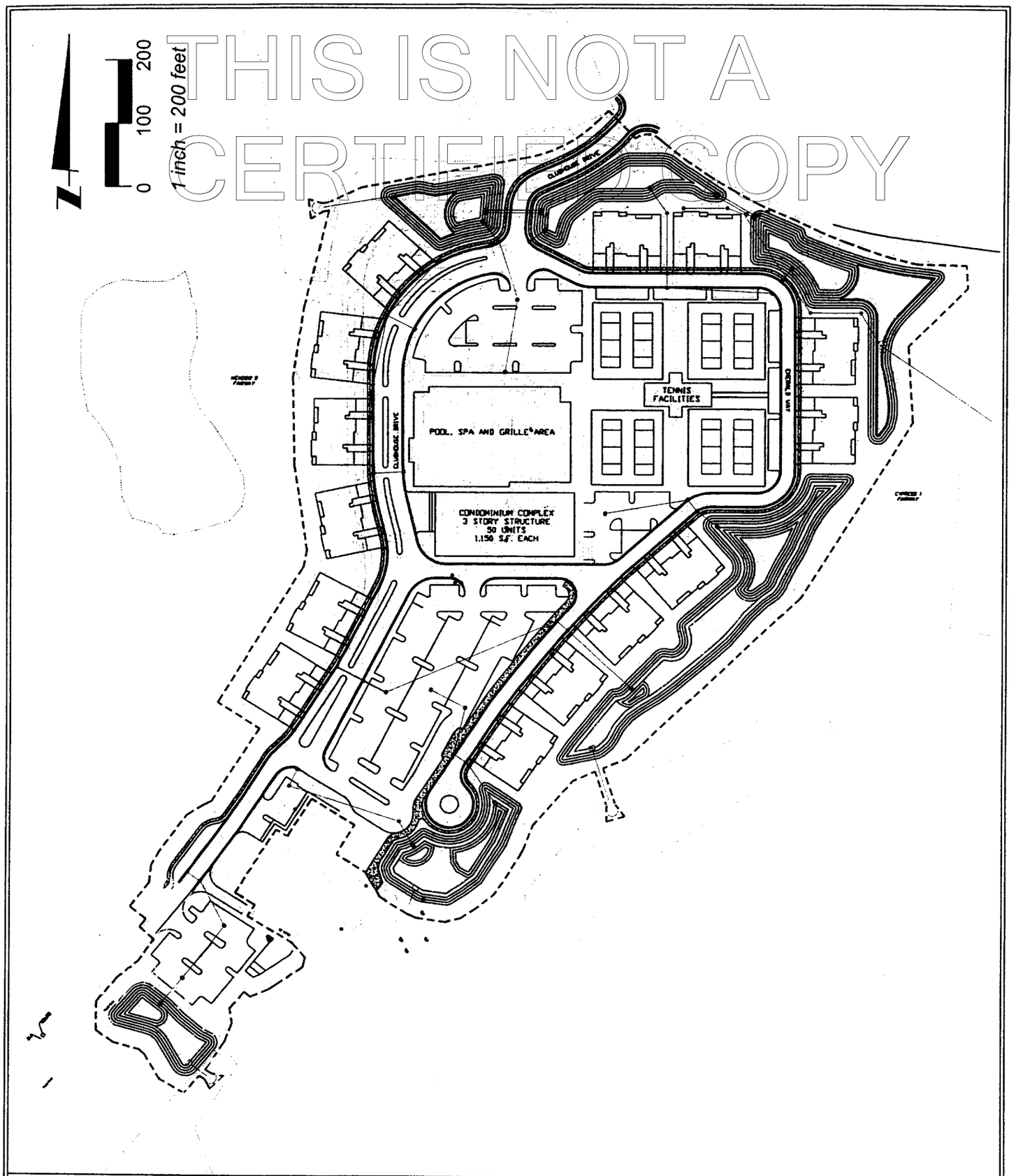

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PROJECT: Emerald Greens Country Club (STR: 4-28-18)

FIGURE 2
GENERAL SITE PLAN

WRA PROJECT #: 0238
ORIGINAL DATE: 05-06-04
REVISED DATE: NA
FILE: 0238_SITE PLAN
SCALE: 1 FT = 200 FT

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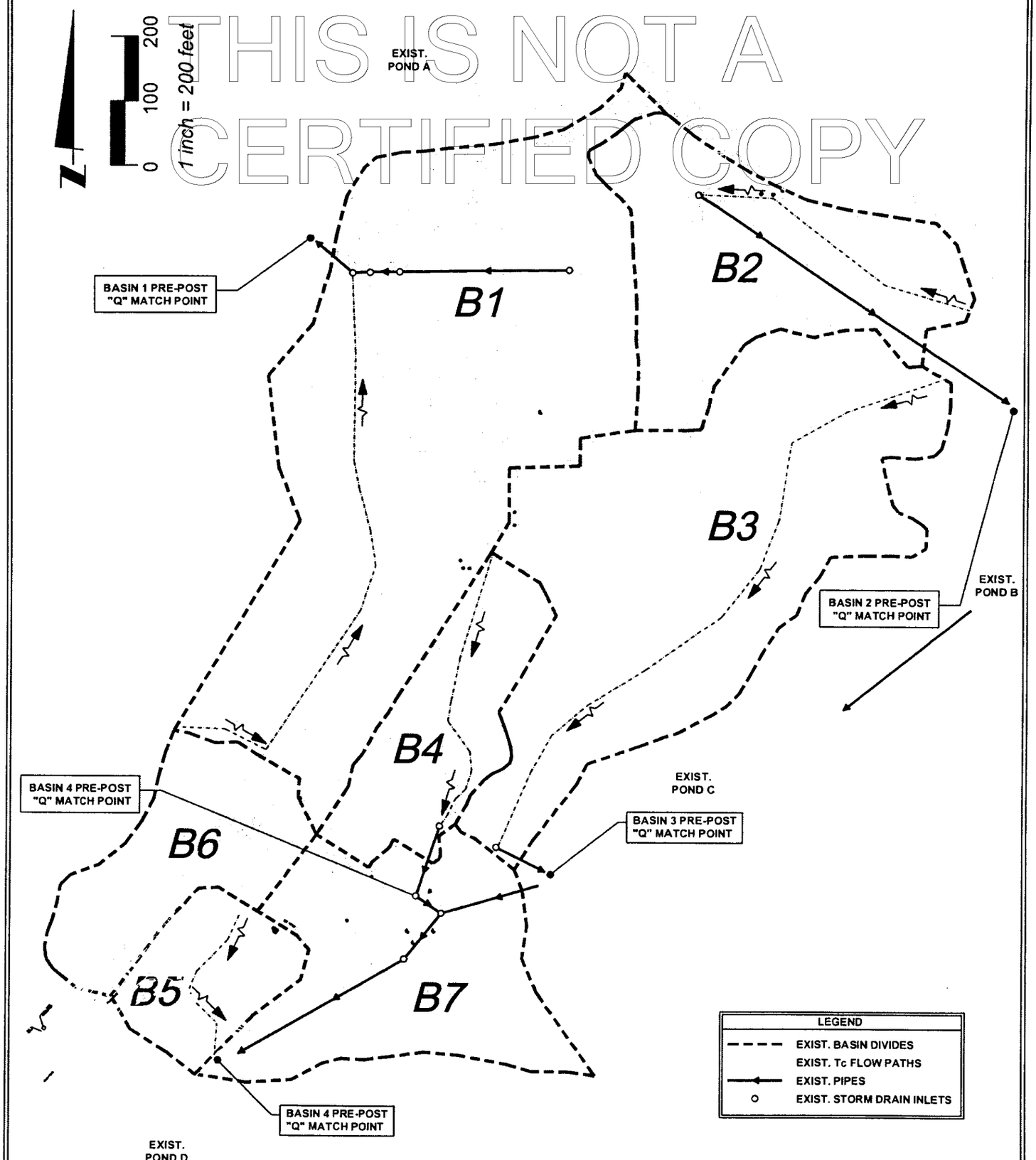

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PROJECT: Emerald Greens Country Club (STR: 4-28-18)

FIGURE 3
EXISTING DRAINAGE

WRA PROJECT #: 0208
ORIGINAL DATE: 05-06-04
REVISED DATE: NA
FILE: 0238_SITE PLAN
SCALE: 1 FT = 200 FT

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Table 1
Pre vs. Post Development Drainage Summary

PRE-DEVELOPED (Existing Conditions)						POST-DEVELOPED (Proposed Conditions)					
BASIN ID	AREA (ac)	CN	Tc (min)	Qp (1) (cfs)	DESCRIPTION (2)	BASIN ID	AREA (ac)	CN	Tc (min)	Qp (3) (cfs)	DESCRIPTION (2)
B1	8.93	92	19.82	30.83	Overland flow from golf course east to Clubhouse Drive. Gutter flow north along road to drain inlet. Pipe flow northwest into existing Pond A.	B1	5.85	94	18.79	26.60	Overland flow from golf course east to realigned Clubhouse Drive. Gutter flow north along road to proposed drain inlets. Pipe flow north into proposed Pond 1. Outfall into existing Pond A.
B2	3.28	88	40.21	7.42	Overland flow from golf course west to drain inlet north of existing tennis courts. Pipe flow southeast into existing Pond B.	B2a	2.46	96	6.29	na	Overland flow from tennis courts north to proposed roadway. Gutter flow into proposed road drain inlets. Pipe flow to proposed Pond 2. Pond 2 link with equalizer pipes to proposed Ponds 1 and 3.
						B2b	2.03	92	9.26	7.41	Overland flow from golf course directly into proposed Pond 3. Outfall into existing Pond B
B3	6.64	85	31.71	16.48	Overland flow from golf course west into swale. Shallow concentrated flow south along grassed swale into drain inlet. Pipe flow east into existing Pond C.	B3	7.54	90	13.10	15.97	Overland flow from golf course directly into proposed Pond 4. Outfall into existing Pond C
B4	1.78	92	7.42	9.05	Overland flow from parking lot south to grassed swale. Shallow concentrated flow south along grassed swale to drain inlet. Pipe flow south into equalizer pipe network linking existing Ponds C and D.	B4	2.64	95	4.21	9.00	Overland flow from parking lot to proposed drain inlets. Pipe flow into proposed Pond 5. Outfall to existing pipe network linking existing Pond C and D.
B5	1.06	84	15.64	3.98	Overland flow from putting greens south to cart path. Gutter flow along cart path southeast into existing Pond D.	B5	1.45	93	6.86	3.98	Overland flow from proposed grassed area onto golf cart path. Gutter flow south along golf cart path into proposed Pond 6. Outfall into existing Pond D.

NOTES:

(1) Pre-development discharge rate resulting from a 25-yr/24-hr design storm event

(2) Description of drainge pattern used in calculating the Time of Concentration

(3) Post-development discharge rate resulting from a 25-yr/24-hr design storm event

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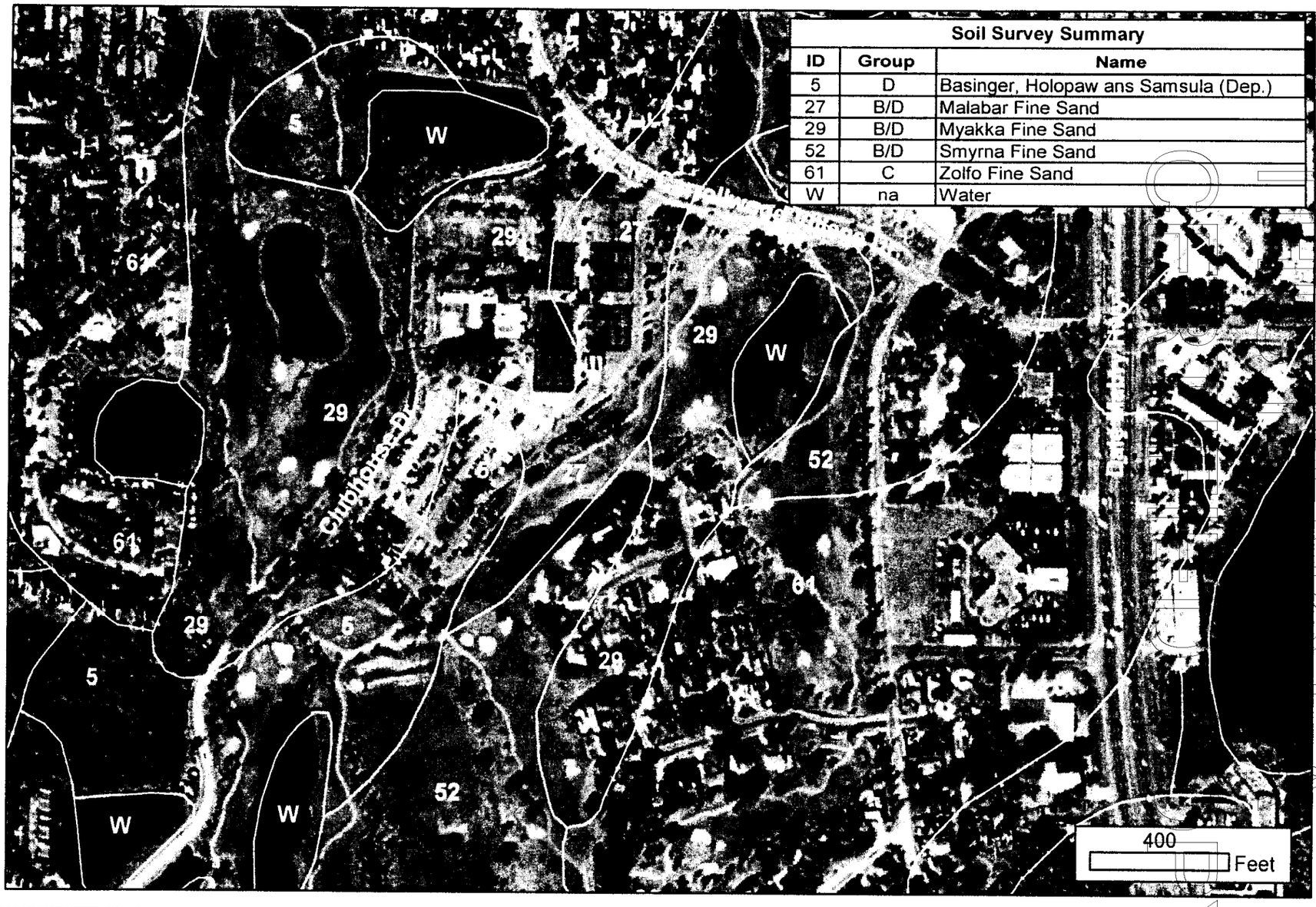

Soil Survey Summary		
ID	Group	Name
5	D	Basinger, Holopaw ans Samsula (Dep.)
27	B/D	Malabar Fine Sand
29	B/D	Myakka Fine Sand
52	B/D	Smyrna Fine Sand
61	C	Zolfo Fine Sand
W	na	Water

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PROJECT: Emerald Greens - Tampa, FL

FIGURE 4
SOILS MAP

ORIGINAL DATE: 11-20-03
REVISION DATE: 04/30/04
JOB NUMBER: 0238
FILE NAME: eg_shwl.mxd
GIS OPERATOR: JAC

N W E S

1 inch = 400 feet

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4. Existing Groundwater Conditions

Two separate geotechnical investigations were performed by Tierra, Inc. and Hanecki Consulting Engineers (HCE) in January 2003 and April of 2004, respectively. The purpose of the Tierra investigation was to identify and classify existing soils and water table elevations at the proposed pond locations. The Tierra investigation indicated that water table elevations in January 2004 were approximately 3.0 to 4.0 feet below existing grade across the Site.

The purpose of the HCE investigation was to identify SHWT conditions at the proposed pond sites. The HCE investigation showed that in April 2004 SHWT elevations ranged from 1.5 to 1.7 feet below existing grade. These SHWT elevations were used to set the control elevations in each of the proposed ponds. Both the Tierra and HCE geotechnical reports can be found in Appendix A.

5. Proposed Drainage Overview

The proposed drainage pattern illustrated in Figure 5 shows the Site subdivided into five drainage basins. The basins are drained into six proposed wet retention ponds via sheet flow over open areas and paved driveways, shallow concentrated flow in roadway gutters and pipe flow through storm sewer pipes. There are five stormwater outfalls from the Site discharging from Ponds 1, 3, 4, 5 and 6 into a surrounding network of ponds. Proposed outfall points are labeled on Figure 5 where pre and post-development peak discharge rates are compared to meet attenuation requirements. Figure 6 shows a simplified schematic of the proposed drainage network. Table 1 summarizes pre vs. post-development drainage characteristics.

6. Proposed Design Criteria

Drainage design criteria are based on the Southwest Florida Water Management District (District) Basis of Review (BOR) requirements and comments from a District pre-application meeting on 11/6/03 (Appendix B). Design criteria are also based on the Hillsborough County Stormwater Technical Manual (HCSTM) and comments from a County pre-submittal meeting on 01/27/04. Design criteria are summarized below:

Runoff Methods:	Runoff is generated using Soil Conservation Service (SCS) methods outlined in TR-55, 1996
Design Storm:	Florida Modified Type II Rainfall Distribution (Zone 6) Hydrograph peaking factor = 256 25-yr/24-hr return frequency (pre and post) (See Appendix C for design storm frequency depths)
Quantity Attenuation:	Attenuation is required to ensure that the pre-developed peak discharge rate not be exceeded by the post-developed discharge rate for a 25-yr/24-hr return frequency. Historically the County has required peak sensitive criteria for the Rocky/Brushy Creek basin where the pre-developed peak discharge rate resulting from a 2-

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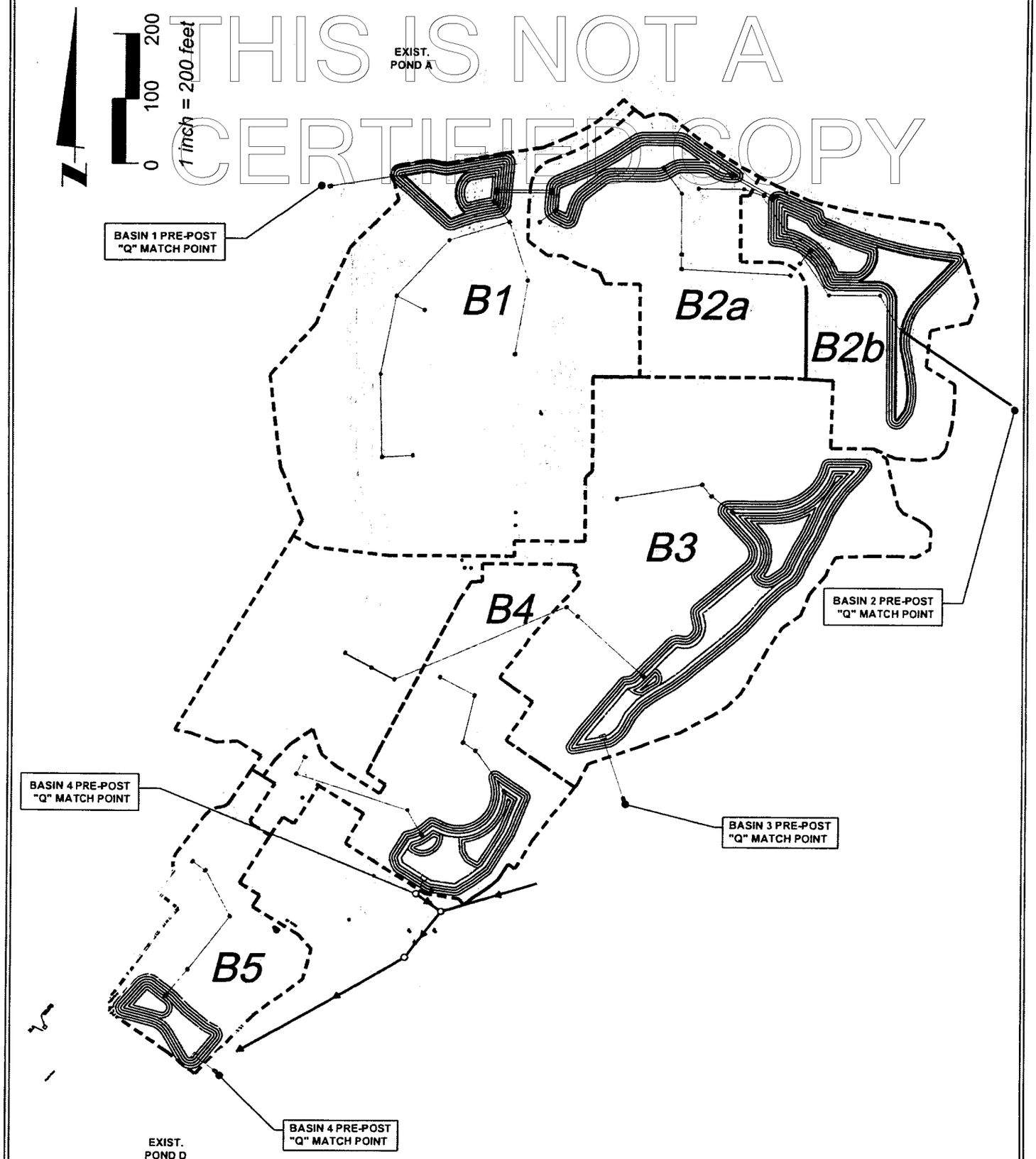

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FIGURE 5
PROPOSED DRAINAGE

WRA PROJECT #: 0208
ORIGINAL DATE: 05-06-04
REVISED DATE: NA
FILE: 0238_SITE PLAN
SCALE: 1 FT = 200 FT

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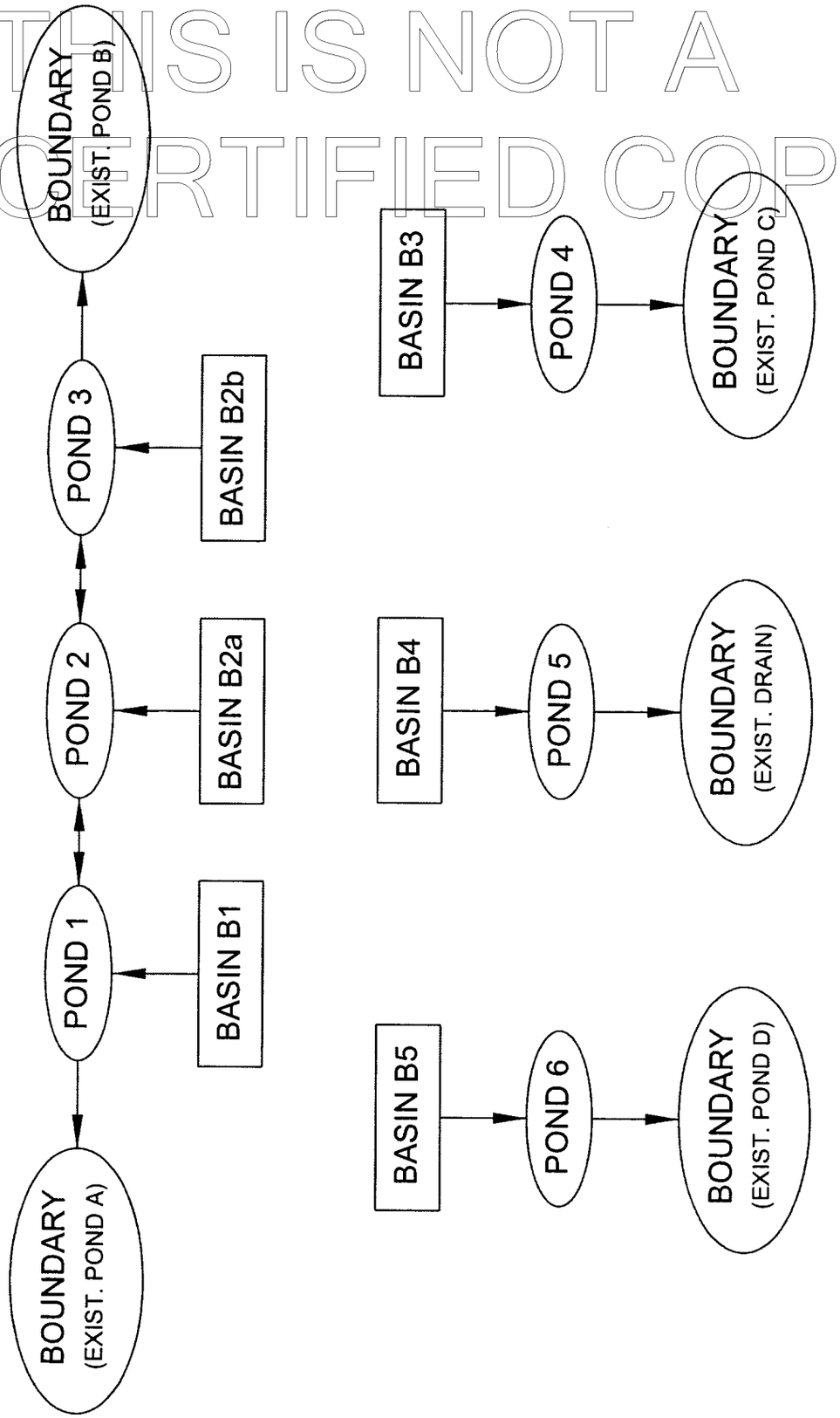

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FIGURE 6
PROPOSED DRAINAGE SCHEMATIC

WRA PROJECT #: 0238
ORIGINAL DATE: 05-06-04
REVISED DATE: NA
FILE: 0238_SITE PLAN
SCALE: 1 FT = 200 FT

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yr/24-hr rainfall event could not be exceeded by the post-development peak discharge rate resulting from a 25-yr/24-hr rainfall event. Rather than applying peak sensitive criteria to the entire basin, the County has recently used best available information to develop a GIS data layer designating specific peak sensitive areas within County drainage basins. According to the recently developed data layer dated 9/23/03, the proposed project site does not fall within any County designated peak sensitive areas (Figure 7). After coordinating with the County on the location of the proposed Site on 03/05/04, Shields Clark of the Engineering Department determined that the Site will not be subject to peak sensitive requirements. Mr. Clark's determination was again confirmed on 04/27/04 during a meeting with County staff.

Quality Treatment: Wet detention with biological assimilation by littoral zone set at 35% of pond area at control elevation.

Treatment Volume: First 1 inch or runoff for wet detention.

Boundary Condition: SHWT elevations for existing discharge ponds.

7. Proposed Basin Hydrology

Pre and Post-development runoff hydrographs for Basins 1-5 were generated with the Advanced Interconnected Channel and Pipe Routing (AdICPR) computer model using the design criteria described above. Basin hydrology input parameters are summarized in Table 1, while detailed basin input and output data can be found in Appendix D for pre-developed conditions and Appendix E for post-developed conditions.

8. Proposed Pond Hydraulics

Basin runoff hydrographs were routed through the proposed stormwater ponds as shown in the schematic in Figure 6. All water quality treatment and quantity attenuation design parameters and specifications for each pond are summarized in Appendix H. All AdICPR pond routing inputs and outputs can be found in Appendix E, while water quality volume bleed down outputs can be found in Appendix I. Table 1 summarizes proposed drainage patterns on the Site, including post-developed peak discharge rates for each basin.

9. 100-yr Floodplain Encroachment and Compensation

Federal Emergency Management Agency (FEMA) Map Panel 1201120185F incorrectly shows a large portion of the site within a Zone "A" Special Flood Hazard Area (SFHA) based on topographic conditions that existed prior to the construction of the golf course in the mid 1970's. The FEMA panel shows a SFHA delineated through a long, narrow depressional wetland system running north to south along the east side of where Clubhouse Drive now exists. During construction of the golf course approximately four to eight feet of fill was placed within this depressional system in the area of the proposed Site. Since the most current FEMA information is based on conditions that have not

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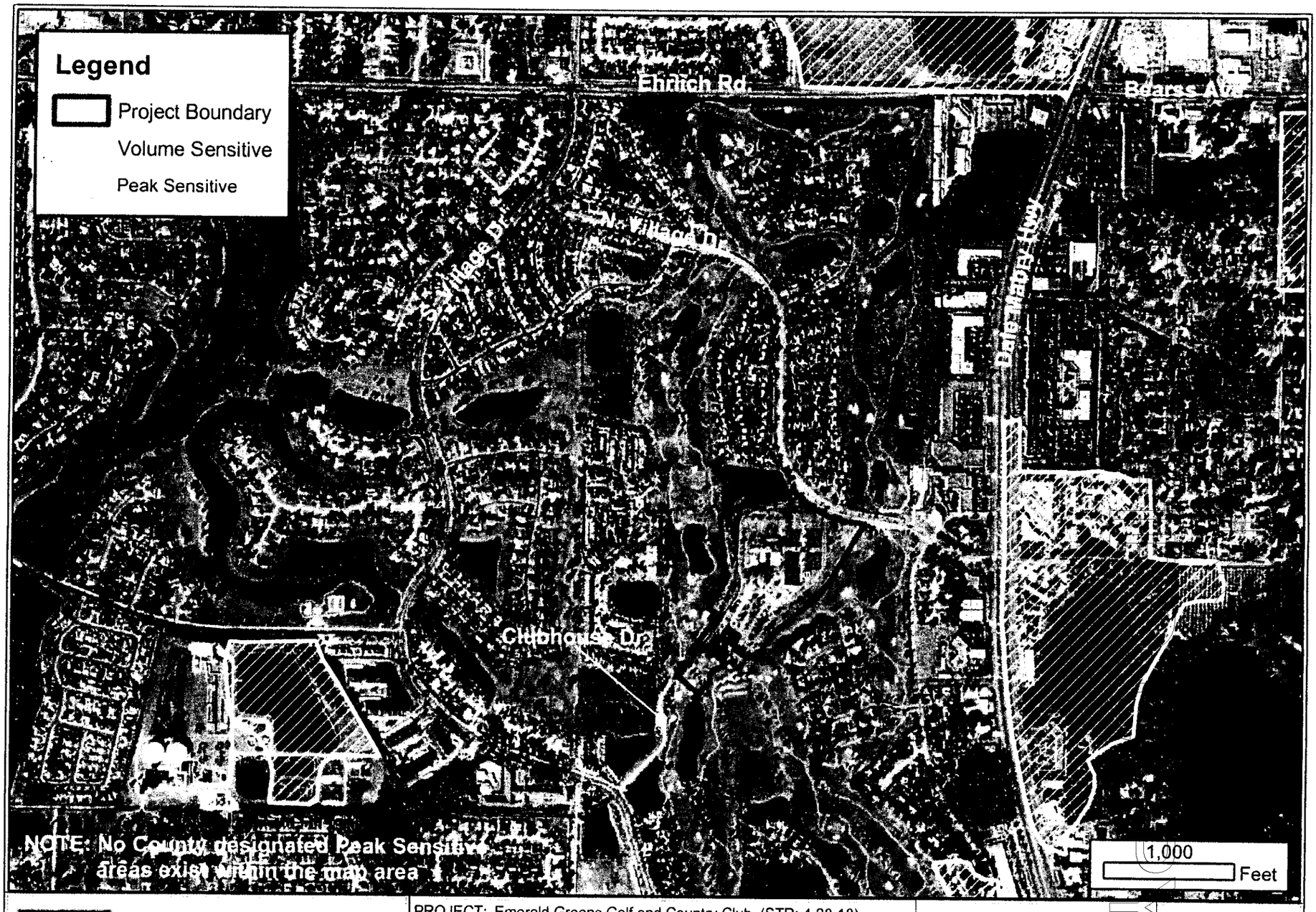

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PROJECT: Emerald Greens Golf and Country Club (STR: 4-28-18)

FIGURE 7
COUNTY DESIGNATED
PEAK AND VOLUME SENSITIVE AREAS

ORIGINAL DATE: 05-04-04
REVISION DATE: none
JOB NUMBER: 0238
FILE NAME: 0238_Peak-Vol Sensitive.mxd
GIS OPERATOR: JAC

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1 Inch = 1000 Feet

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existed on the Site for more than 25 years, FEMA's information was deemed not to be best available information.

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After coordinating with several staff members of the County Engineering Department, it was determined that best available 100-year floodplain information in the vicinity of the Site is found within the County Rocky/Brushy Creek Stormwater Management Plan dated September 2002. GIS data from the Stormwater Management Plan shown in Figure 8 display delineations of the 100-year floodplain in proximity to the Site. Figure 8 shows that water surface elevations are contained entirely within the banks of the surrounding discharge ponds under a 100-year rainfall event. These GIS delineations were digitized onto the proposed site plan in Figure 9. Figure 9 shows that there will be no encroachment into the 100-year floodplain as delineated by the County as a result of the proposed site plan.

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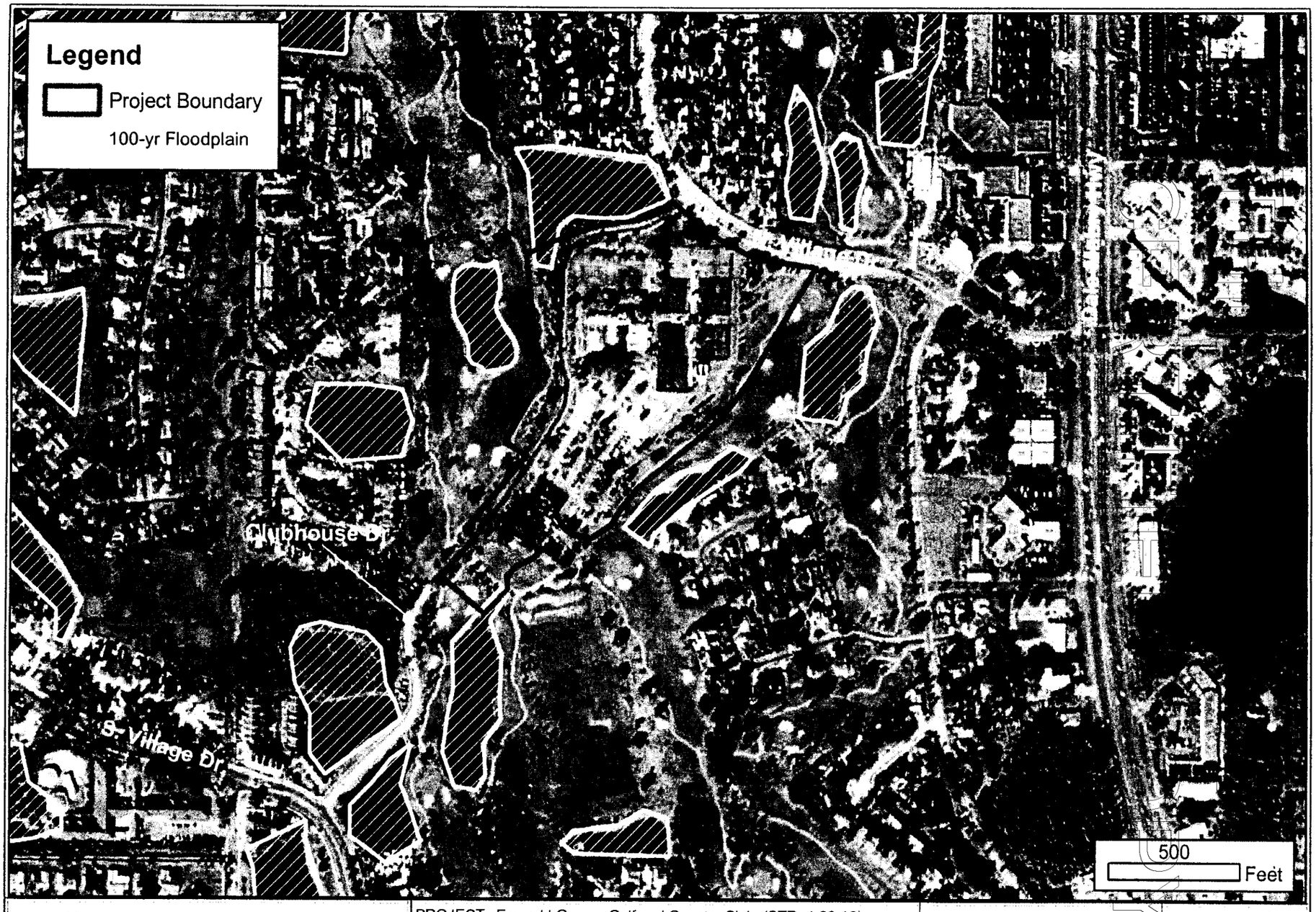

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PROJECT: Emerald Greens Golf and Country Club (STR: 4-28-18)

FIGURE 8
COUNTY DESIGNATED
100-YR FLOODPLAIN AREAS

ORIGINAL DATE: 05-04-04
REVISION DATE: none
JOB NUMBER: 0238
FILE NAME: 0238_1-yr BFE
GIS OPERATOR: JAC

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1 Inch = 500 Feet

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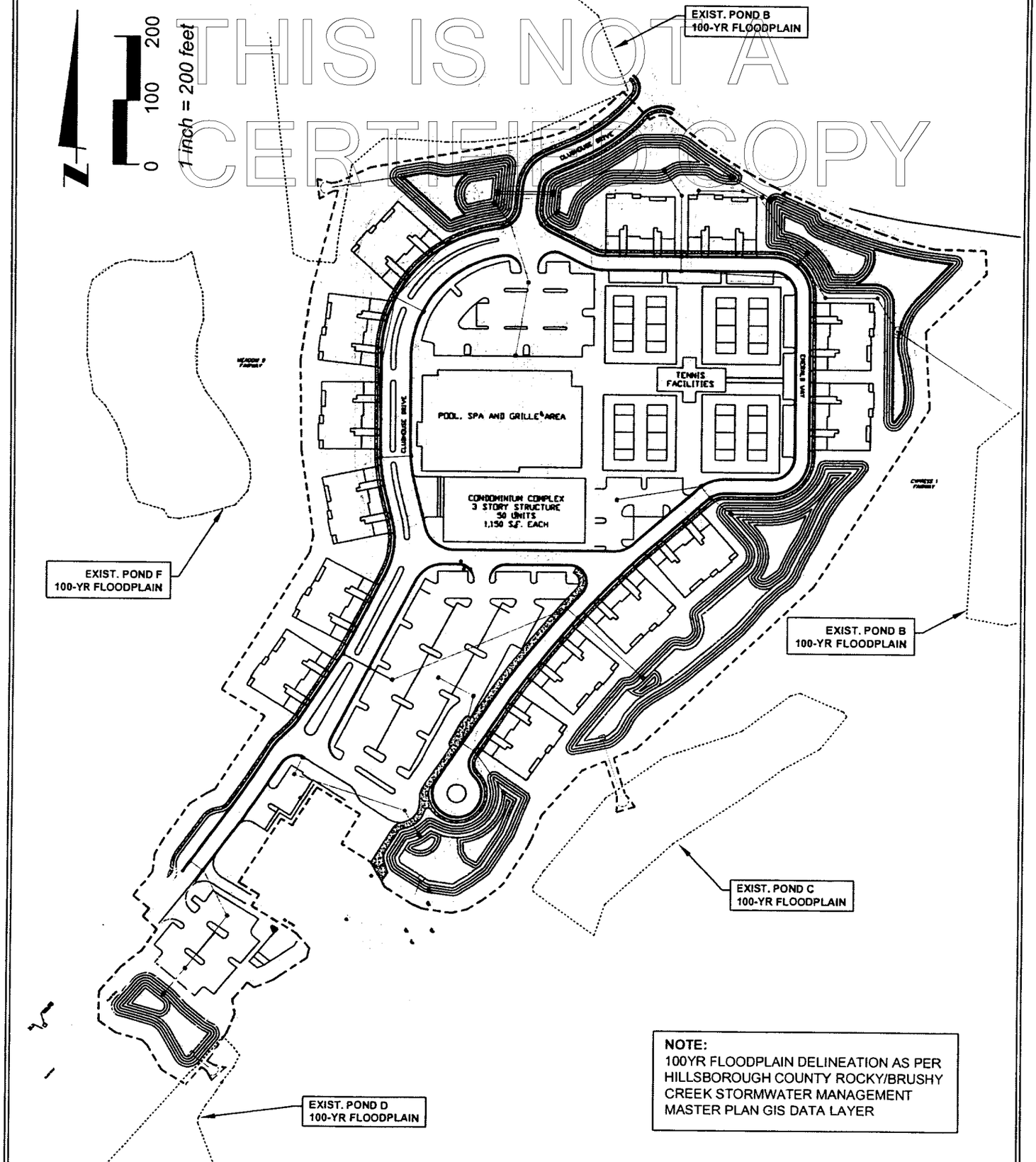

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PROJECT: Emerald Greens Country Club (STR: 4-28-18)

FIGURE 9
100-YEAR FLOODPLAIN

WRA PROJECT #: 0208
ORIGINAL DATE: 05-06-04
REVISED DATE: NA
FILE: 0238_SITE PLAN
SCALE: 1 FT = 200 FT

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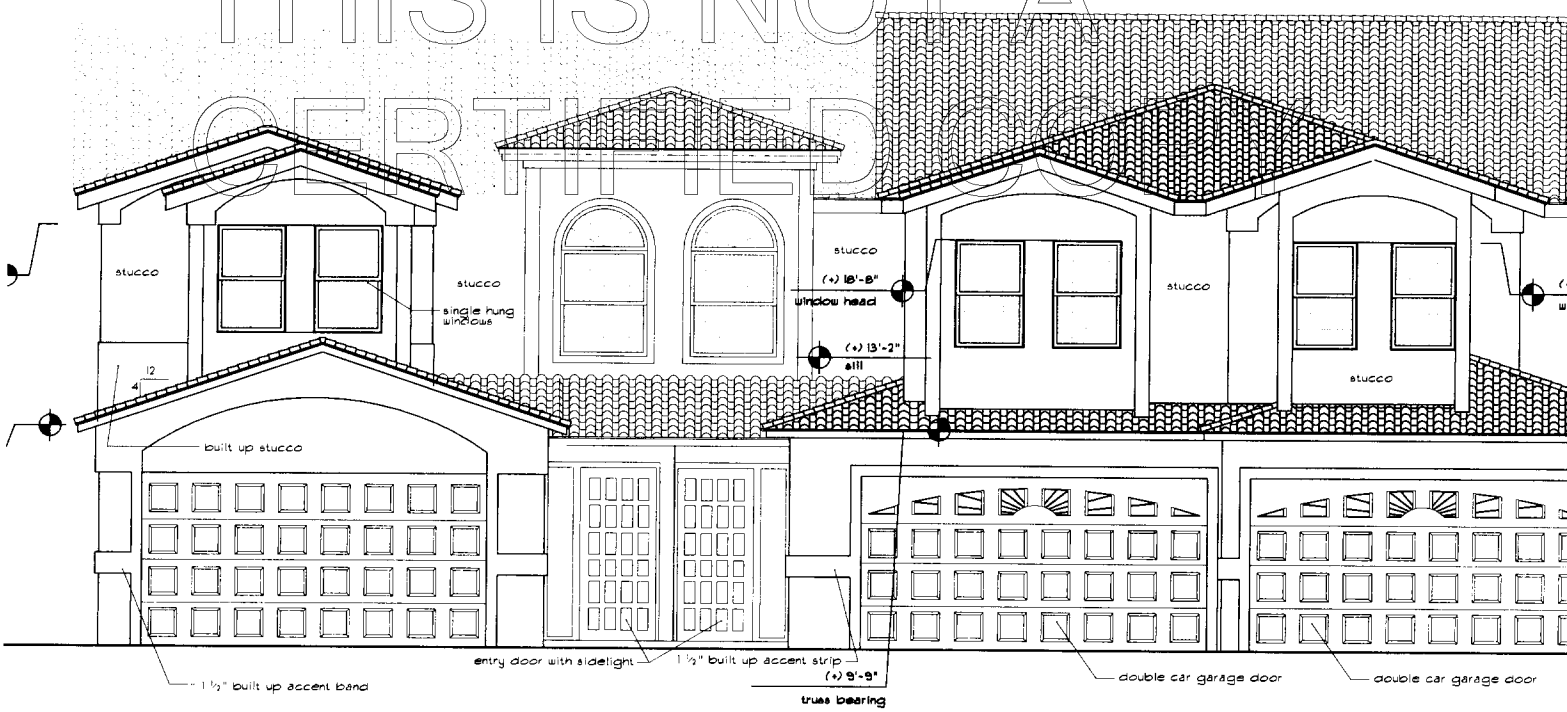

WINDOWS AND DOORS SPECIFICATIONS:
Windows are "NuAir Manufacturing", 8105 Anderson Rd, Tampa, Florida 33684 (813) 885-1654
Each light shall bear the manufacturer's label designating the type and thickness of glass.
Each unit of tempered glass shall be identified by the manufacturer. Identification shall be etched on the glass.
SINGLE HUNG WINDOWS shall be Series 900 with 3/16" annealed glass, exterior glazed with adhesive back bedding compound and roll formed aluminum glazing bead.

GARAGE DOORS shall be "Overhead Door", Series 190

SWINGING PATIO DOORS shall be "EVCO", aluminum clad patio doors, clad with .050 aluminum

PROJECT SITE LOCATION is in 120 mph
In accordance with Table 2405.3 of FBC the
Performance test results, in accordance w
Performance test results, in accordance w

Structural Test Performance of the windo
Anchoring methods for the windows and

Performance test results, in accordance w
and pissed at 45 psf (134 mph) positi

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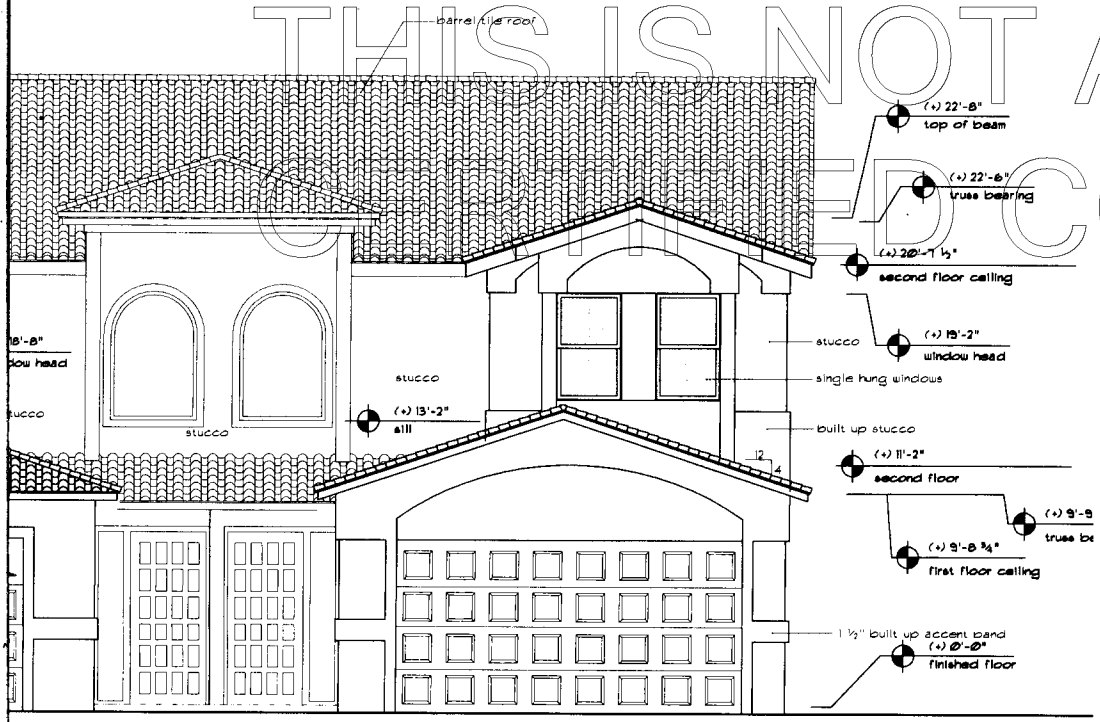

FRONT ELEVATION

xref: frontelevation.dwg 1/4" = 1'-0" 1 A4.00

REAR ELEVATION

xref: frontelev.dwg 1/4" = 1'-0" 2 A4.00

ic in accordance to Table 1606 of FBC, exposure C.
gest unit on the project must meet or exceed resistance to wind loads of 35 psf.
ASTM E 330-90, that a unit size of 54" x 90" passed at a negative and positive pressure of 45 psf.
ASTM E 330-90, that a unit size of 53" x 76" passed at a negative and positive pressure of 60 psf.

and doors complies with Section 1707.4.2 EXTERIOR WINDOWS AND GLASS DOORS, of the FBC in accordance with AAMA / NWWDA 101 I.S2-97
rs complies with Section 1707.4.4 ANCHORING METHODS of the FBC for both masonry and framing materials.

ASTM E 330-90, for the aluminum clad patio doors, by uniform static air pressure differences, were conducted
and 45 psf (134 mph) negative test chamber static pressure.

RICK ZANE SMITH
Florida Reg No. 10,527

RICK Z. SMITH & ASSOCIATES ARCHITECTS, INC.
P.O. BOX 262197
TAMPA, FL 33685-2197
TEL 813-901-9663
FAX 813-855-1135
EMAIL rzs@rzsarchitects.com
AA 000 2246

CONSULTANT

EXHIBIT "D"

SHEET TITLE ELEVATIONS

PROJECT Villas of San Marino at Carrollwood Tampa, Florida

SUBMITTAL	DATE
SCHEMATIC DESIGN	
DESIGN DEVELOPMENT	
PERMIT DOCUMENTS	
CONSTRUCTION DOCUMENTS	
ADDENDUM	
PROJECT NUMBER	0424
DRAWN	RZS
CHECKED	RZS

SHEET NUMBER A4.00

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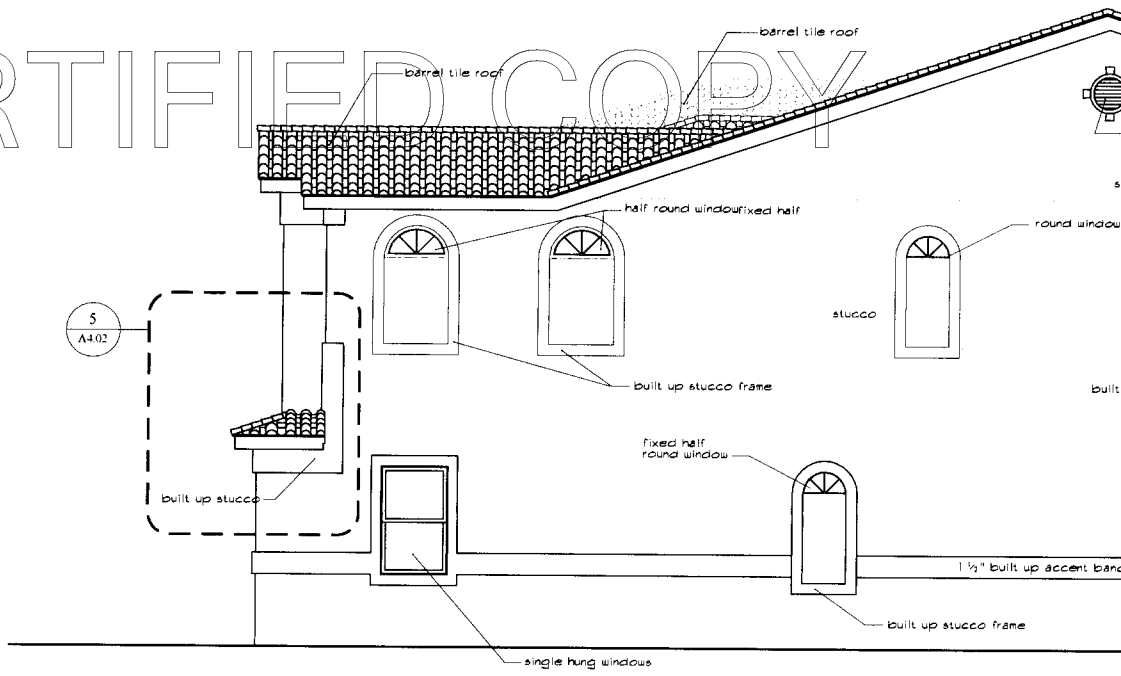

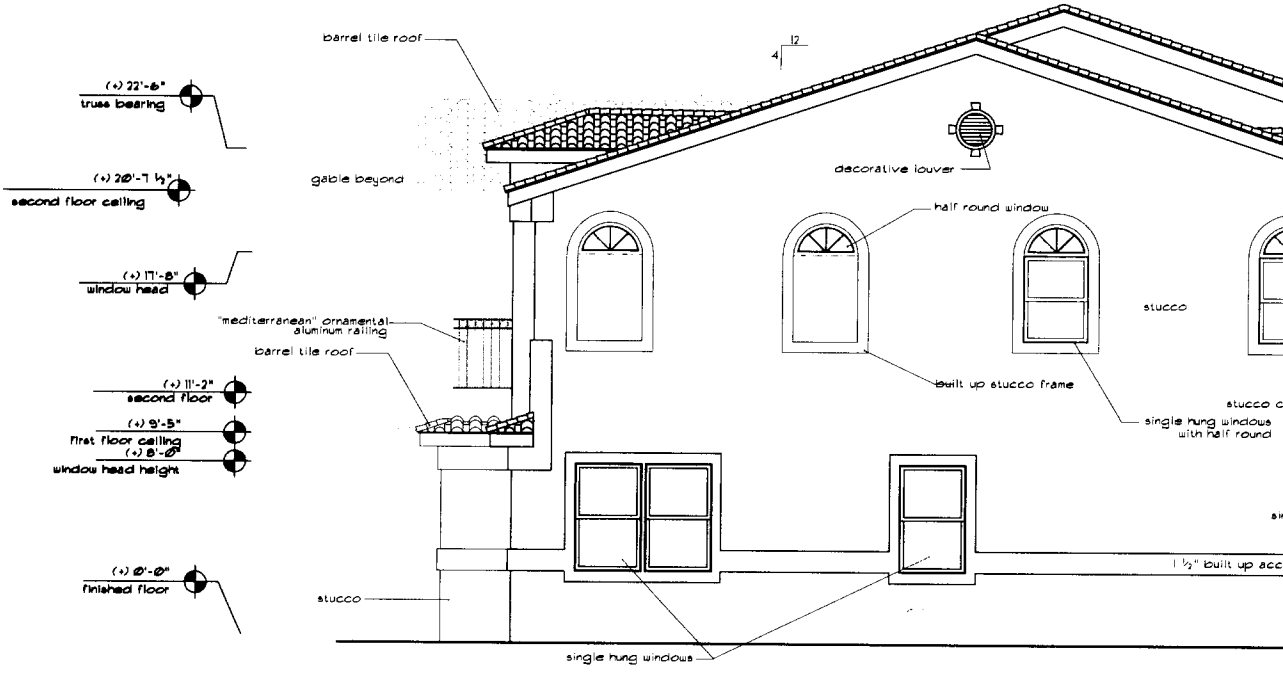

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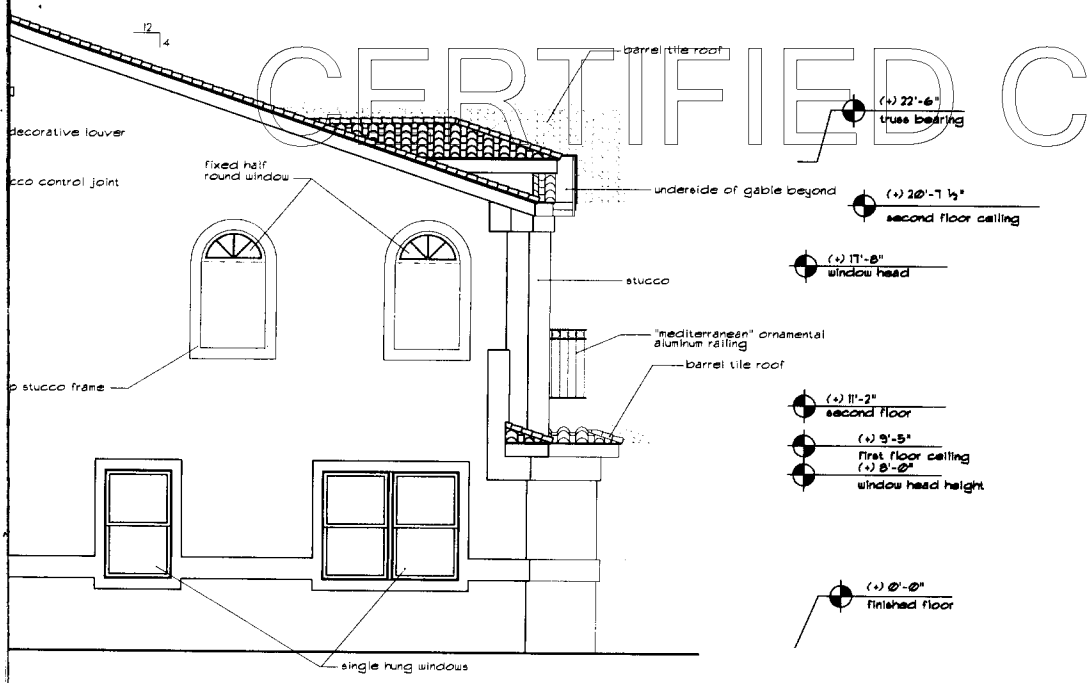
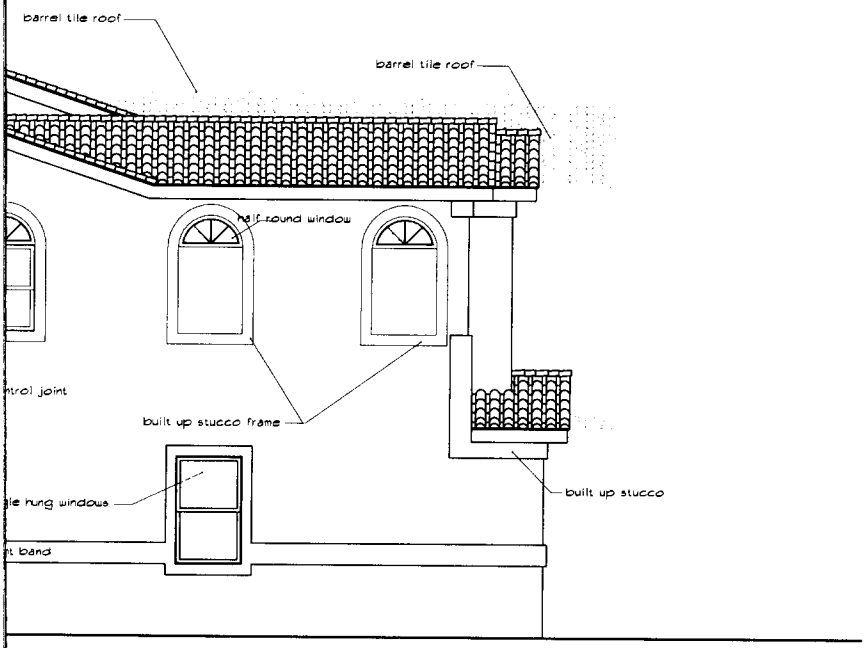


RIGHT SIDE ELEVATION

xref: frontelevation.dwg 1/4" = 1'-0" 1 A4.01



LEFT SIDE ELEVATION

xref: frontelev.dwg 1/4" = 1'-0" 2 A4.01

RICK ZANE SMITH
Florida Reg No. 10,527

RICK Z. SMITH & ASSOCIATES ARCHITECTS, INC.
P.O. BOX 262197
TAMPA, FL 33685-2197
TEL 813-901-9663
FAX 813-855-1135
EMAIL rzs@rzsarchitects.com
AA 000 2246

CONSULTANT

SHEET TITLE ELEVATIONS

PROJECT Villas of San Marino at Carrollwood
Tampa, Florida

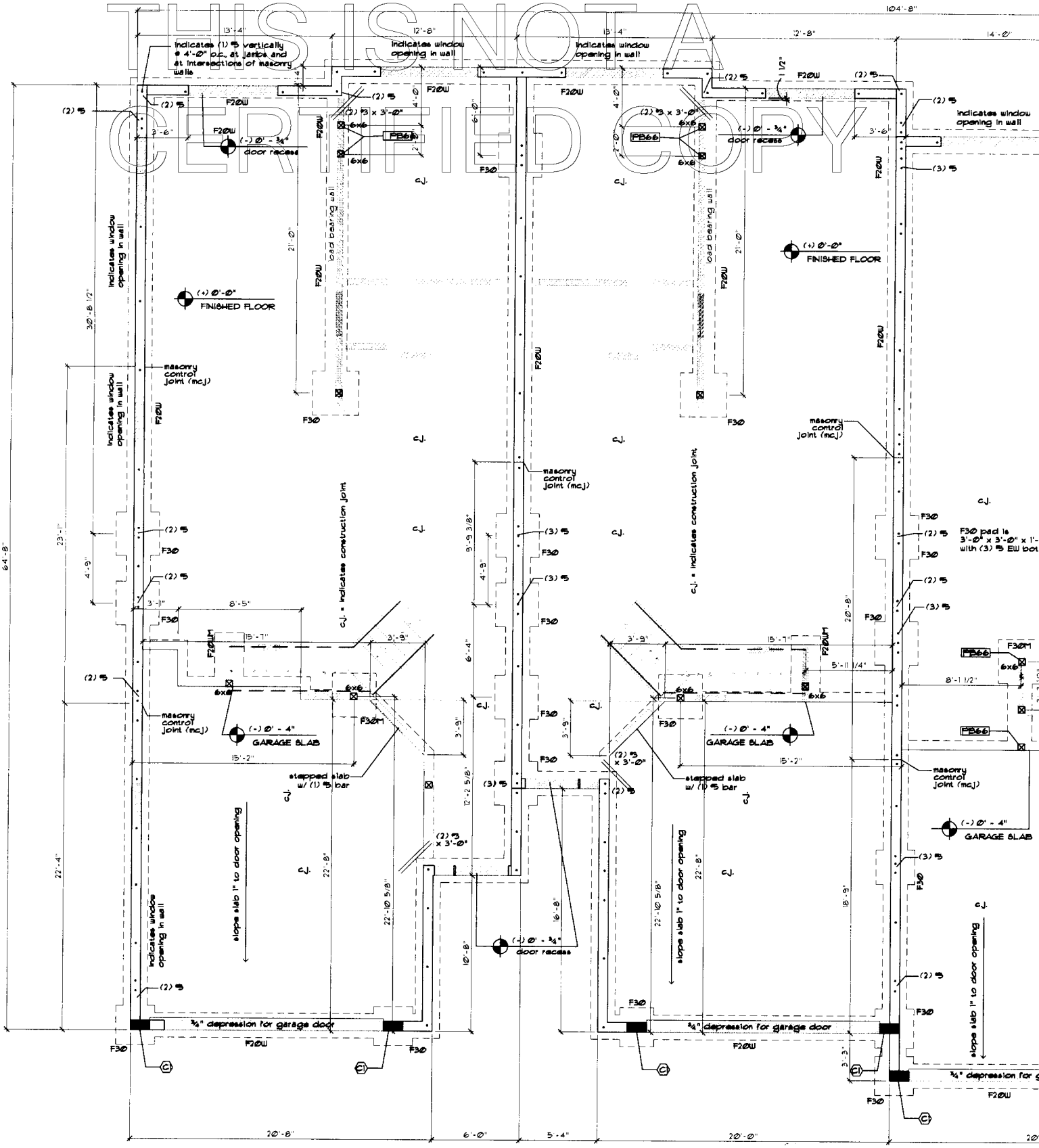
SUBMITTAL	DATE
SCHEMATIC DESIGN	
DESIGN DEVELOPMENT	
PERMIT DOCUMENTS	
CONSTRUCTION DOCUMENTS	
ADDENDUM	

PROJECT NUMBER	0424
DRAWN	RZS
CHECKED	RZS

SHEET NUMBER A4.01

Book13948/Page1950

THIS IS NOT A CERTIFIED COPY



FOOTING SCHEDULE

MARK	SIZE	THICKNESS	REINFORCEMENT
F20W	2'-0" CONT	1'-0"	(3) #5 B. CONT W/ #5 @ 48" O.C.
F20WM	2'-0" CONT.	1'-0"	(3) #5 B. CONT W/ #5 @ 48" O.C. - MONO FTG
F30	3'-0" SQ.	1'-0"	(3) #5 B. X 2'-6" EACH WAY
F30M	3'-0" SQ.	1'-0"	(3) #5 B. X 2'-6" EACH WAY - MONO FTG

1. SLAB ON GRADE TO BE 4" THK. 3,000 PSI W/ 6X6, W1.4 X W1.4 WWF ON 6 MIL VAPOR BARRIER & TERMITE TREATED SUBGRADE.
2. TOP OF SLAB ELEVATION (+) 0'-0" EXCEPT WHERE NOTED OTHERWISE.
3. TOP OF FTG ELEVATION (-) 1'-4" - STEP TOP OF FTG AS REQ'D TO MAINTAIN 12" OF COVER OVER TOP OF FTG (SEE E/S3.01)
4. ALL MASONRY WALL FTG TO BE F20W.
5. REINFORCE ALL MASONRY WALLS W/ #5 V. @ 48" O.C. MAX.
6. STUD BRG WALLS TO BE 2X6 @ 16" O.C. W/ 2X6 BLOCKING @ 4'-0" O.C.
7. [ ] - INDICATES MODEL NO. OF METAL CONNECTOR BY "SIMPSON STRONG TIE".
8. INTERIOR WOOD COLUMS TO BE 6X6 POSTS W/ PB66.
9. (C1) = 8" X 16" CONCRETE COLUMN W/ (4) #5 V. & #3 TIES @ 8" O.C. - SEE H/S3.01.
10. SEE SHEET S0.1 & S0.2 FOR SPECIFICATIONS & WIND LOAD TABLES.

Book13948/Page1951

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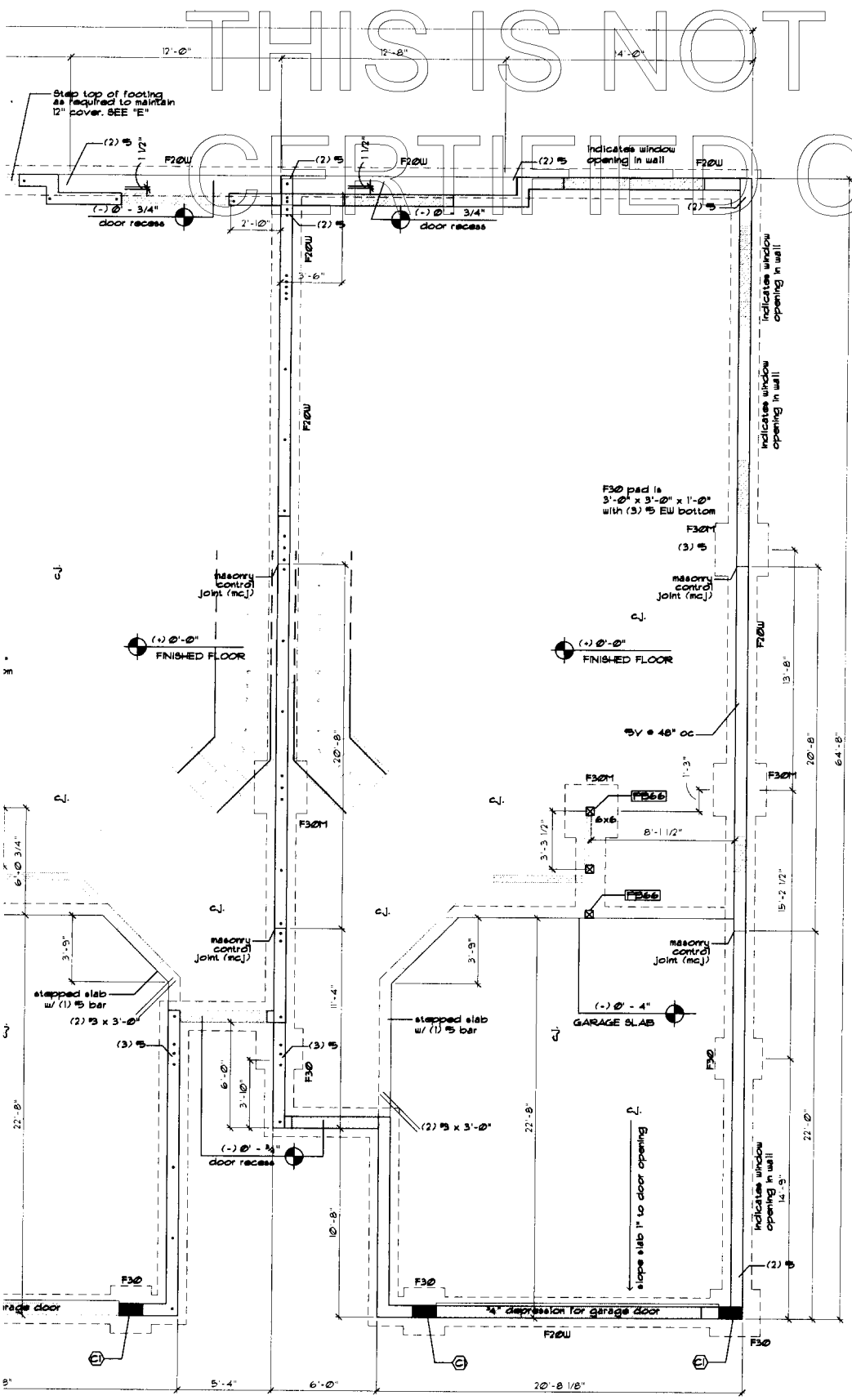

OVERALL FOUNDATION PLAN

xref: Ø246overall-1.dwg

1/4" = 1'-Ø"

1
A2.00

RICK ZANE SMITH
Florida Reg No. 10,527

RICK Z. SMITH & ASSOCIATES ARCHITECTS, INC.

P.O. BOX 262197
TAMPA, FL 33685-2197
TEL 813-901-9663
FAX 813-855-1135
EMAIL rzs@rzsarchitects.com
AA 000 2246

CONSULTANT

SHEET TITLE: FOUNDATION PLAN

PROJECT: Villas of San Marino at Carrollwood, Tampa, Florida

SUBMITTAL	DATE
SCHEMATIC DESIGN	
DESIGN DEVELOPMENT	
PERMIT DOCUMENTS	
CONSTRUCTION DOCUMENTS	
ADDENDUM	

PROJECT NUMBER	0424
DRAWN	RZS
CHECKED	RZS

SHEET NUMBER: A2.00

Book13948/Page1952

INSTRUMENT#: 2007526959, BK: 18327 PG: 1352 PGS: 1352 - 1356 12/19/2007 at 11:57:28 AM, DEPUTY CLERK: GGONZALEZ Pat Frank, Clerk of the Circuit Court Hillsborough County

THIS IS NOT A CERTIFIED COPY

This instrument was prepared by:
(and after recording, return to):
Rick W. Sadorf, Esq.
Wilkinson & Sadorf, P.A.
1744 N. Belcher Rd, Suite 150
Clearwater, Florida 33765

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("1st Amendment"), is made this 25th day of September, 2007 by EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company (the "Developer"), for the benefit of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase I Association"), CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase II Association"), and CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase III Association") (collectively, the "Associations").

Recitals

A. The parties entered into a Development Agreement on June, 11, 2004, recorded at Book 13948, Pages 1912-1952, in the Public Records of Hillsborough County, Florida (the "Development Agreement").

B. The Development Agreement, among other things, contains the following minimum lease term restrictions on the Townhomes and Condominiums contained within the Property (hereinafter collectively referred to as the "Minimum Lease Term Restrictions"):

(1) Paragraph 4, restricts the term of any lease for occupancy of the Townhome and the Condominium units to periods of at least six (6) months; and

(2) Paragraph 6, restricts the leasing of any of the non-owner occupied fifty (50) Condominiums to a minimum period of at least one (1) full week in duration, with the limited exception that guests of Members of the Club, who are attending social events utilizing the Club Facilities located on the Property, may stay in the Condominium units for periods of at least three (3) consecutive nights.

D. For reasons communicated to the Associations outside of this 1st Amendment, the Developer desires a one (1) year release from the aforementioned minimum lease terms imposed by the Development Agreement, and the Associations desire to accommodate the Developer by granting the requested temporary release on the terms and conditions contained hereinafter.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and by reference are made a part of this Agreement.

2. **Temporary Waiver of Minimum Lease Term Restrictions.** The minimum lease term restrictions imposed upon the Townhomes and Condominiums contained in Paragraphs 4 and 6 of the Development Agreement are hereby waived by the Associations for a period of one (1) year from the later of (i) the effective date of this 1st Amendment, or (ii) October 15, 2008.

3. **Definitions of Terms**. The capitalized terms used in this 1st Amendment shall have the meaning previously defined in the Development Agreement or herein.

4. **Continuance of Development Agreement.** Unless otherwise changed herein the terms and conditions contained in the Development Agreement remain in full force and effect.

5. **Recording.** This 1st Amendment shall be recorded in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Developer and the Associations have caused this First Amendment to the Development Agreement to be executed by their duly authorized officers effective as of the date first above written.

Witnesses:

Print Name: Ricie W. Sindorf

Print Name: Robert L. Erickson

DEVELOPER:

EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company

By: COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager

By: _____
Frank R. Hayden, its President

By: ERALAD CAPITAL, INC., a Florida corporation, Co-Manager

By: _____
James F. Manley, its President

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Witnesses:

ASSOCIATIONS:

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

Print Name: Nora Blackerly

Print Name: DANIEL F. RUSKIEWICZ

By: _____
Print Name: RICHARD WOLTMANN
Title: PRESIDENT

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

Print Name: DANIEL F. RUSKIEWICZ

Print Name: Richard C. Woltmann

By: _____
Print Name: ELWIN L SAVIET
Title: PRESIDENT

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

Print Name: N. Blackerly

Print Name: DANIEL F. RUSKIEWICZ

By: _____
Print Name: William West
Title: President

THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29th day of October, 2007, by FRANK R. HAYDEN, the President of COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager, and by JAMES F. MANLEY, the President of ERALAD CAPITAL, INC., a Florida corporation, Co-Manager, of EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company, on behalf of the company. They are personally known to me or ~~did produce~~ _____ as ~~identification~~.

RICK W. SADORF
MY COMMISSION # DD 521644
EXPIRES: May 14, 2010
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
Print Name: Rick W. Sadorf
My Commission Expires: 5/14/2010
[notary seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29TH day of October, 2007, by RICHARD WOLTMANN, the PRESIDENT of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires: FEB 19, 2008
[notary seal]

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

THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 30TH day of October, 2007, by ELWIN SAVIEL, the PRESIDENT of CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Daniel F Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires: FEBRUARY 19, 2008
[notary seal]

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

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of ~~October~~ November, 2007, by WILLIAM WEST, the PRESIDENT of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Daniel F Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F RUSKIEWICZ
My Commission Expires: FEB 19, 2008
[notary seal]

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

INSTRUMENT#: 2008301756, BK: 18825 PG: 1814 PGS: 1814 - 1817 08/26/2008 at 12:24:07 PM, DEPUTY CLERK: CDIXIE Pat Frank, Clerk of the Circuit Court Hillsborough County

THIS IS NOT A CERTIFIED COPY

This instrument was prepared by:
(and after recording, return to):
Rick W. Sadorf, Esq.
Wilkinson & Sadorf, P.A.
1744 N. Belcher Rd, Suite 150
Clearwater, Florida 33765

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("2nd Amendment"), is made this 7th day of July, 2008 by EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company (the "Developer"), for the benefit of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase I Association"), CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase II Association"), and CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase III Association") (collectively, the "Associations").

Recitals

A. The parties entered into a Development Agreement on June, 11, 2004, recorded at Book 13948, Pages 1912-1952, in the Public Records of Hillsborough County, Florida (the "Development Agreement").

B. The Development Agreement, among other things, contains the following minimum lease term restrictions on the Townhomes and Condominiums contained within the Property (hereinafter collectively referred to as the "Minimum Lease Term Restrictions"):

(1) Paragraph 4, restricts the term of any lease for occupancy of the Townhome and the Condominium units to periods of at least six (6) months; and

(2) Paragraph 6, restricts the leasing of any of the non-owner occupied fifty (50) Condominiums to a minimum period of at least one (1) full week in duration, with the limited exception that guests of Members of the Club, who are attending social events utilizing the Club Facilities located on the Property, may stay in the Condominium units for periods of at least three (3) consecutive nights.

D. The parties entered into a First Amendment to the aforementioned Development Agreement on September 25, 2007 recorded at Book 18327, Pages 1352-1356, Instrument #2007526956, in the Public Records of Hillsborough County, Florida on December 19, 2007 (the "1st Amendment"), wherein the Associations waived the Minimum Lease Term Restrictions through October 15, 2008.

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E. For reasons communicated to the Associations outside of this 2nd Amendment, the Developer desires an extension of the release from the aforementioned minimum lease terms imposed by the Development Agreement as they relate specifically to the Condominiums only, and the Associations desire to accommodate the Developer by granting the requested temporary release on the terms and conditions contained hereinafter.

NOW, THEREFORE, good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and by reference are made a part of this Agreement.

2. **Temporary Waiver of Minimum Lease Term Restrictions - Condominiums.** The minimum lease term restrictions imposed upon the Condominiums contained in Paragraph 6 of the Development Agreement are hereby waived by the Associations through December 31, 2009.

3. **Definitions of Terms**. The capitalized terms used in this 2nd Amendment shall have the meaning previously defined in the Development Agreement or herein.

4. **Continuance of Development Agreement.** Unless otherwise changed herein the terms and conditions contained in the Development Agreement and the 1st Amendment remain in full force and effect.

5. **Recording.** This 2nd Amendment shall be recorded in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Developer and the Associations have caused this Second Amendment to the Development Agreement to be executed by their duly authorized officers effective as of the date first above written.

Witnesses:

Print Name: AlysonFreeman

Print Name: RICK W. SHAORF

DEVELOPER:

EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company

By: COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager

By: _____
Frank R. Hayden, its President

By: ERALAD CAPITAL, INC., a Florida corporation, Co-Manager

By: _____
James F. Manley, its President

THIS IS NOT A CERTIFIED COPY

Witnesses:

ASSOCIATIONS:

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: Richard C. Weitmann
Title: President

Print Name: John Miley

Print Name: Maria Hochgraf-Alvarez

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: Elwin Saviet
Title: President

Print Name: John Miley

Print Name: Maria Hochgraf-Alvarez

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: William Weit
Title: President

Print Name: John Miley

Print Name: Maria Hochgraf-Alvarez

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by FRANK R. HAYDEN, the President of COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager, and by JAMES F. MANLEY, the President of ERALAD CAPITAL, INC., a Florida corporation, Co-Manager, of EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company, on behalf of the company. They are personally known to me or did produce _____ as identification.

KATHY WAN
MY COMMISSION # DD 758394
EXPIRES: February 13, 2012
Bonded Thru Notary Public Underwriters

_____
NOTARY PUBLIC
Print Name: KATHY WAN
My Commission Expires: 2/13/2012

THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 4th day of ~~July~~ Aug, 2008, by Richard Wolfman, the President of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Richard F. Holder
Commission # DD695071
Expires: SEP. 03, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

_____
NOTARY PUBLIC
Print Name: _____
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of ~~July,~~ Aug 2008, by Edwin Savitz, the President of CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Richard F. Holder
Commission # DD695071
Expires: SEP. 03, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

_____
NOTARY PUBLIC
Print Name: _____
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of ~~July,~~ Aug 2008, by William West, the President of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Richard F. Holder
Commission # [illegible]71
Expires: [illegible]2011
BONDED THRU AT[illegible]CO., INC.

_____
NOTARY PUBLIC
Print Name: _____
My Commission Expires:

This instrument was prepared by:
(and after recording, return to):
Rick W. Sadorf, Esq.
Wilkinson & Sadorf, P.A.
1744 N. Belcher Rd, Suite 150
Clearwater, Florida 33765

INSTRUMENT#: 2009319373, O BK 19484
PG 817-820 09/25/2009 at 12:09:33 PM,
DEPUTY CLERK: SLEWIS Pat Frank, Clerk of
the Circuit Court Hillsborough County

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("3rd Amendment"), is made this 7th day of April, 2009 by EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company (the "Developer"), for the benefit of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase I Association"), CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase II Association"), and CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase III Association") (collectively, the "Associations").

RECITALS

A. The parties entered into a Development Agreement on June, 11, 2004, recorded at O. R. Book 13948, Pages 1912-1952, in the Public Records of Hillsborough County, Florida (the "Development Agreement"), first amended on September 25, 2007 (recorded at O.R. Book 18327, Pages 1352-1356, Instrument #2007526956), and amended a second time on July 7, 2008 (recorded at O.R. Book 18825, Page 1814, Instrument # 2008301756);

B. The Development Agreement, among other things, subjects the Development's property to the Phase I Association's Declaration of Covenants, Conditions and Restrictions, dated April 27, 1972, recorded in Official Records Book 2476, page 944 of the Public Records of Hillsborough County, Florida, as amended and supplemented to date (the "Phase I Declaration);

C. The Development Agreement, at Paragraph 4, contains a specific obligation of the owners of the Townhomes and Condominiums to pay the standard assessments to the Phase I Association (hereinafter referred to as the "Phase I Assessment");

D. At all times prior to the date of this Third Amendment the Townhome Homeowner's Association and Condominium Homeowner's Associations have paid Phase I Assessments to the Association's property manager, prorated from the date of sale to third party Purchasers, as directed by the Associations management company and in accordance with the Parties understanding of the intent of the Development Agreement;

E. It has been brought to the attention of the Parties that the language contained in the Development Agreement, at Paragraph 4, is not consistent with their understanding and method for paying the Phase I Assessments; and

F. The Parties desire to amend the Developer Agreement to state clearly the intent of both with regard to the payment of Phase I Assessments;

NOW, THEREFORE, in consideration of the past payments of the Phase I Assessments by Developer, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and by reference are made a part of this Agreement.

2. **Change to Paragraph 4.** The seventh sentence of Paragraph 4 of the Development Agreement (shown below as a strike-out) is hereby deleted in its entirety and replaced with the following sentence: ~~*The owners of the Townhomes and the Condominium units shall become responsible for the payment of standard assessments to the Phase I Association at such time as building permits are issued for construction of the Townhomes and the Condominium.*~~ ***Purchasers of the Townhomes and Condominiums shall become obligated to pay the standard assessments to the Phase I Association upon the earlier of either (i) the effective date of the deed transferring title from the Developer to the Purchaser, or (ii) January 1, 2009.***

3. **Definitions of Terms**. The capitalized terms used in this 3rd Amendment shall have the meaning previously defined in the Development Agreement or herein.

4. **Continuance of Development Agreement.** Unless otherwise changed herein the terms and conditions contained in the Development Agreement, as previously amended, remain in full force and effect.

5. **Recording.** This 3rd Amendment shall be recorded in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Developer and the Associations have caused this Third Amendment to the Development Agreement to be executed by their duly authorized officers effective as of the date first above written.

Witnesses:

Print Name: Robert Garcia

Print Name: Robert H. Waltuch

DEVELOPER:

EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company

By: COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., Co-Manager

By: _____
Frank R. Hayden, its President

By: ERALAD CAPITAL, INC., Co-Manager

By: _____
James F. Manley, its President

Witnesses:

Print Name: Alyssa Cascioth

Print Name: J. Miley

Print Name: Alyssa Cascioth

Print Name: J. Miley

Print Name: Alyssa Cascioth

Print Name: J. Miley

ASSOCIATIONS:

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: Richard C. Woltmann
Print Name: Richard C. Woltmann
Title: President

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: Elwin L Sauer
Print Name: ELWIN L. SAUER
Title: PRESIDENT

CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By:
Print Name: William T West
Title: President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of April, 2009, by FRANK R. HAYDEN, the President of COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager, and by JAMES F. MANLEY, the President of ERALAD CAPITAL, INC., a Florida corporation, Co-Manager, of EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company, on behalf of the company. They are personally known to me ~~or did~~ produce _____ as ~~identification~~.

RICK W. SADORF
MY COMMISSION # DD 521644
EXPIRES: May 14, 2010
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
Print Name: Rick W. Sadorf
My Commission Expires: 5/14/2010

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of April, 2009, by RICHARD WOLTMANN, the PRESIDENT of CARROLLWOOD VILLAGE

HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Daniel F Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires: MARCH 2, 2012

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7TH day of April, 2009, by ELWIN L. SAVIET, the PRESIDENT of CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Daniel F Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires: MARCH 2, 2012

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7TH day of April, 2009, by WILLIAM WEST, the PRESIDENT of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Daniel F Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires: MARCH 2, 2012

This instrument was prepared by:
(and after recording, return to):
Rick W. Sadorf, Esq.
Wilkinson & Sadorf, P.A.
1744 N. Belcher Rd, Suite 150
Clearwater, Florida 33765

INSTRUMENT#: 2010071892, O BK 19745
PG 1135-1139 03/02/2010 at 03:15:31 PM,
DEPUTY CLERK: SLEWIS Pat Frank, Clerk of
the Circuit Court Hillsborough County

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT ("4th Amendment"), is made this 25th day of January, 2010 by EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company (the "Developer"), for the benefit of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase I Association"), CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase II Association"), and CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Phase III Association") (collectively, the "Associations").

Recitals

A. The parties entered into a Development Agreement on June, 11, 2004, recorded at Book 13948, Pages 1912-1952, in the Public Records of Hillsborough County, Florida, amended first September 25, 2007 (recorded at Book 18327, Pages 1352-1356, amended a second time on July 7, 2008 (recorded at Book 18825, Pages 1814-1817), and amended a third time on April 7, 2009 (recorded at Book 19484, Pages 817-820) (the "Development Agreement").

B. The Development Agreement, among other things, contains the following minimum lease and transient rental term restrictions on the 50 Condominiums contained within the Property:

(1) Paragraph 4, restricts the term of any lease for occupancy of the Condominium units to periods of at least six (6) months; and

(2) Paragraph 6 prohibits the renting of the Condominiums as a hotel or "transient" (as defined below) lodging facility. For purposes of the Development Agreement the word "transient" is defined as any period of less than one (1) full week in duration, with the limited exception that guests of Members of the Club attending social events or other events utilizing the Club facilities located on the Property, may stay in the Condominium units for periods of at least three (3) consecutive nights. These Paragraph 6 restrictions shall hereinafter be referred to as the "Transient Rental Restrictions".

C. For reasons previously communicated to the Associations, the Developer desires a conditional waiver and release from the Condominium Transient Rental Restrictions provided for in Paragraph 6, and the Associations desire to accommodate the Developer by granting the requested permanent waiver and release on the terms and conditions contained hereinafter.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and by reference are made a part of this Agreement.

2. **Conditional Waiver and Release of Existing Condominium Transient Rental Restrictions.** The Transient Rental Restrictions imposed upon the Condominiums by Paragraph 6 of the Development Agreement are hereby waived by the Association, provided:

(a) The Condominium is being rented by Emerald Green Villas Management Company, Inc. (hereinafter referred to as "EG Management"); and

(b) No Condominium shall be rented for any period less than overnight in duration; and

(c) EG Management remains the rental agent of a majority of the Condominiums being rented for Transient purposes, and there is no change in the majority ownership or controlling interest of EG Management subsequent to the date of this 4th Amendment.

In the event any of the conditions stated above fails, the Condominium Transient Rental Restrictions previously imposed by Paragraph 6 of the Development Agreement shall be re-instated as originally written.

3. **Prior Amendments**. The terms of this 4th Amendment supercede all terms of the 1st, 2nd, and 3rd Amendments of the Developer Agreement regarding the Transient Rental Restrictions.

4. **Definitions of Terms**. The capitalized terms used in this 4th Amendment shall have the meaning previously defined in the Development Agreement or herein.

5. **Continuance of Development Agreement.** Unless otherwise changed herein the terms and conditions contained in the Development Agreement and the 1st Amendment remain in full force and effect.

6. **Recording.** This 4th Amendment shall be recorded in the Public Records of Hillsborough County, Florida.

[This space intentionally left blank – Signature Pages to follow]

IN WITNESS WHEREOF, the Developer and the Associations have caused this Fourth Amendment to the Development Agreement to be executed by their duly authorized officers effective as of the date first above written.

Witnesses:

Print Name: Stacie Montalbano

Print Name: Sheila Montalbano

DEVELOPER:

EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company

By: COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager

By: _____
Frank R. Hayden, its President

By: ERALAD CAPITAL, INC., a Florida corporation, Co-Manager

By: _____
James F. Manley, its President

Witnesses:

Print Name: Jennifer Gerberschlaff

Print Name: DANIEL F. RUSKIEWICZ

ASSOCIATIONS:

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: Richard C. Woltmann
Title: President

Print Name: Michael Powell

Print Name: DANIEL F. RUSKIEWICZ

CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name: ELWIN L. SAVIET
Title: PRESIDENT

CARROLLWOOD VILLAGE PHASE III
HOMEOWNERS ASSOCIATION, INC.,
a Florida non-profit corporation

Carla I. Strobl
Print Name: Carla I. Strobl

By: X
Print Name: WILLIAM WEST
Title: PRESIDENT

David Baragar
Print Name: DAVID BARAGAR

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 18th day of February, 2010, by FRANK R. HAYDEN, the President of COMMERCIAL CONSTRUCTION MANAGEMENT SERVICES, INC., a Florida corporation, Co-Manager, and by JAMES F. MANLEY, the President of ERALAD CAPITAL, INC., a Florida corporation, Co-Manager, of EMERALD GREENS AT CARROLLWOOD, LLC, a Florida limited liability company, on behalf of the company. They are personally known to me ~~or did produce~~ _____ _____ ~~as identification~~.

Kathy Wan
NOTARY PUBLIC
Print Name: KATHY WAN
My Commission Expires:

KATHY WAN
MY COMMISSION # DD 758394
EXPIRES: February 13, 2012
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 25TH day of JANUARY, 2010, by RICHARD WOLTMANN, the PRESIDENT of CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ _____ as identification.

DANIEL F. RUSKIEWICZ
MY COMMISSION # DD 763840
EXPIRES: March 2, 2012
Bonded Thru Budget Notary Services

Daniel F Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26TH day of JANUARY, 2010, by ELWIN L SAVIET, the PRESIDENT of CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ _____ as identification.

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

Daniel F Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires: MARCH 2, 2012

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 28TH day of JANUARY, 2010, by WILLIAM WEST, the PRESIDENT of CARROLLWOOD VILLAGE PHASE III HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or did produce _____ _____ as identification.

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

Daniel F. Ruskiewicz
NOTARY PUBLIC
Print Name: DANIEL F. RUSKIEWICZ
My Commission Expires: MARCH 2, 2012

Units 1, 2, & 3

A 17552

OFF. REC. 2476 PG. 944

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 27th day of April, 1972, by SUNSTATE BUILDERS, INC., hereinafter called "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community to be named Carrollwood Village; and

WHEREAS, Developer desires to insure the attractiveness of the individual lots and community facilities within Carrollwood Village and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of common areas and other community facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Carrollwood Village and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, Carrollwood Village Homeowner's Association, Inc., for the purpose of exercising the functions aforesaid within Carrollwood Village;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

1. "Carrollwood Village" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.

2. "Association" shall mean and refer to Carrollwood Village Homeowners' Association, Inc.

3. "Private Dwelling Unit" shall mean and refer to all living units within Carrollwood Village.

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Private Dwelling Unit situated within Carrollwood Village but shall not include mortgagee.

5. "Developer" shall mean and refer to Sunstate Builders, Inc., its successors and assigns, or such other construction company that undertakes to develop real estate in Carrollwood Village under an agreement with the owners of the land.

6. "Member" shall mean and refer to members of the Carrollwood Village Homeowners' Association, Inc.

7. "General Plan of Development" shall mean and refer to either the preliminary plan or the recorded plat for a particular area of Carrollwood Village Homeowners' Association, Inc.

8. "Lot" shall mean and include all parcels of land duly recorded and identified by a plat of subdivision, intended or designed for the construction thereon of one or more Private Dwelling Units as herein defined, and where appropriate to the context, such definition shall also include the space occupied by an existing or planned condominium unit within a condominium.

9. "Board of Directors" when referred to herein shall mean the Board of Directors of Carrollwood Village Homeowners' Association, Inc.

10. "Committee" when referred to herein shall mean the Committee provided for in Article VI hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section One. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described in metes and bounds description attached hereto as EXHIBIT A and incorporated by reference as fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Existing Property".

Section Two. Additions to Existing Property. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Carrollwood Village, and thereby to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record one or more supplementary Declarations with respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses. Each supplementary Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided, however, any such supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

Section Three. Mergers. Upon a merger or consolidation of the Carrollwood Village Homeowners' Association, Inc., with another homeowners corporation (or similar organization) as provided in its By-Laws, its properties, rights and obligations may be transferred to another surviving or consolidated homeowners corporation, or alternatively, the properties, rights and obligations of another homeowners corporation may, by operation of law, be added to the properties, rights and obligations of the Carrollwood Village Homeowners' Association, Inc., as a surviving corporation pursuant to a merger. The surviving or consolidated homeowners corporation or association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties 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 Existing Property except as hereinafter provided.

ARTICLE III

AGREEMENT TO JOIN HOMEOWNERS' ASSOCIATION

Association Membership and Voting Rights.

Section One. Membership.

1. Every person or entity who is the owner of record of a fee interest in any lot or who is purchasing one or more lots under a contract or purchase agreement within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. For this purpose, ownership of a condominium unit under any unit ownership arrangement or agreement shall be deemed ownership of a lot. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lot shall be the sole qualification for membership. When any lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more lots under contract or agreement of purchase, the membership as to such lot(s) shall be joint and

the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two hereinbelow.

2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive.

3. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's lot as specified in the Declaration, the By-Laws, or as the Members of the Association may from time to time hereafter adopt.

Section Two. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the Lot. There shall be two classes of Lots with respect to voting rights:

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

(1) MULTI-FAMILY APARTMENT BUILDINGS. Each Lot used for the development thereon of multi-family apartment building(s) shall entitle the Owner(s) of said Lot to one-half (1/2) of one vote for each completed private dwelling unit within the apartment building(s) located upon said Lot. To qualify as "completed" the private dwelling unit within the apartment building must be occupied, available for immediate occupancy, or temporarily unavailable for occupancy on account of repairs, maintenance work or restoration. A Lot reserved and designated for the development of multi-family apartment building(s) but not containing at least two completed private dwelling units shall be allotted one (1) vote.

(2) CONDOMINIUMS. Each condominium unit constructed or planned for construction hereinbefore described as a Lot shall entitle the owner(s) of said Lot to three-fourths (3/4) of one vote.

(3) SINGLE-FAMILY DETACHED HOMES. Each Lot designated as a Lot on which a single-family detached home is or may be constructed shall entitle the Owner(s) of said Lot to one (1) vote.

When two or more persons hold an interest (other than leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than the number of votes hereinabove designated be cast with respect to any Lot.

B. CLASS B. Class B Lots shall be all Lots owned by Developer which have not been converted to Class A Lots as provided in (1) or (2) below. Developer shall be entitled to four (4) votes for each Class B Lot reserved and designated for the development of a single-family detached home and three (3) votes of each Class B Lot defined and designated as an existing or planned condominium unit and two (2) votes for each private dwelling unit within an apartment building(s) located on each Class B Lot reserved and designated for the development of a multi-family apartment building(s). The Class B Lots shall cease to exist and shall be converted to Class A Lots on the happening of either of the following events, whichever first occurs:

(1) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; or

(2) Ten (10) years from the execution of the Declaration of Covenants, Conditions and Restrictions. In the case of additional memberships being created by annexation of additional land and the platting of same, the tests of (1) and (2) above shall be applied separately to each portion of the annexed lands and the test under (2) shall be ten (10) years from the time Developer records a supplementary Declaration annexing such lands.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

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

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the

provisions of Section 3 below, every Member of the Carrollwood Village Homeowners' Association shall have a non-exclusive right and easement of enjoyment in and to the Community Properties and such easement shall be appurtenant to and shall pass with the title to every Private Dwelling Unit situated within Carrollwood Village.

Section Two. Title to Community Properties. The Developer may retain the legal title to the Community Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Carrollwood Village Homeowners' Association is able to maintain the same.

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

1. The right of the Association to limit the use of the Common Area to Owners, their families and guests;

2. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;

3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the total votes appurtenant to Class A Lots and Class B Lots agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installations and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties.

4. The right of the Developer to impose reasonable covenants and restrictions in respect to such Community Properties, in addition to those set forth herein at the time of conveyance of such Properties to the Carrollwood Village Homeowners' Association and such covenants and restrictions will be incorporated by reference and made part of this Declaration.

Section Four. Extension of Rights and Benefits. Every Member of the Carrollwood Village Homeowners' Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within Carrollwood Village and to such other persons as may be permitted by the Carrollwood Village Homeowners' Association.

ARTICLE V.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section One. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Private Dwelling Unit within Carrollwood Village by acceptance of a deed therefor, whether or not

it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Carrollwood Village Homeowners' Association: (1) annual assessments or charges; (2) special assessments for capital improvements, said such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land or on the unit in the case of condominiums or apartments in a multi-unit building, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

Section Three. Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the common Areas. Any Lot which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority, all land granted to or used by a utility company, all properties owned by a charitable or nonprofit organization, shall likewise be exempt therefrom.

Section Four. Maximum Annual Maintenance Assessment. Until December 31, 1972, the maximum annual maintenance assessment shall be One Hundred Twenty Dollars ($120.00) per lot (subject to the modifications of such rate as set out in Section Six of this Article) irrespective of whether the assessed Lot is covered by this Declaration or as an "addition" as provided for by Article II, Section Two.

1. From and after January 1, 1973, the maximum annual assessment may be increased without a vote of the membership in conformance with the rise or decline, if any, of the Consumer Price Index as published by the U.S. Department of Labor for the Tampa, Florida, area. The initial index from which adjustments to future Assessments shall be computed shall be the index figure published by the Department of Labor nearest January 1, 1973, and thereafter adjustments shall be computed on the basis of the latest index figure nearest to January 1

of each consecutive year. If the publication of the Consumer Price Index is discontinued, the Association shall use comparable statistics on the cost of living in Tampa as computed and published by an agency of the United States or by a financial periodical of recognized authority then to be selected by the Association Board of Directors. The Consumer Price Index figure to be utilized is the index figure for all items.

2. From and after January 1, 1973, the annual assessment may be increased by the Association Board of Directors to an amount which will be sufficient, in the judgment of the Board, to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however, in no event shall the annual assessment as adjusted by the Board exceed One Hundred and Twenty-five per cent (125%) of the amount of the annual assessment for the immediately preceding calendar year without the consent and assenting vote of two-thirds (2/3) of the total votes of both classes of membership.

3. From and after January 1, 1973, the annual assessment may be increased above the maximum provided in subparagraphs (1) and (2) above and without limitation upon such increase if approved by no less than two-thirds (2/3) of the total votes of both classes of membership cast in person or by proxy, at a meeting duly called for this purpose.

Section Five. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the same assent of the members as provided in Section Four (4) subparagraph 3, of this Article.

Section Six. Assessment Rate. Excepting exempt property, both annual and special assessments for the Lots shall be fixed at uniform rates as follows:

1. SINGLE-FAMILY DETACHED HOMES. Each Lot designated as a Lot on which a single-family detached home is or may be constructed shall be assessed at a rate of One Hundred per cent (100%) of any annual or special assessment fixed or levied pursuant to Section Four of Section Five of this Article.

2. CONDOMINIUM. Each Lot designated as a condominium unit shall be assessed at a rate of seventy-five per cent (75%) of any annual or special assessment as may be fixed or levied against a single-family detached Lot.

3. MULTI-FAMILY APARTMENT BUILDINGS. Each Lot used for the development thereon of multi-family apartment building(s) shall, upon the completion of two or more private dwelling units in said building(s), be assessed for each completed private dwelling unit, and each such unit shall be assessed at a rate of fifty per cent (50%) of any annual or special assessment levied or fixed against a single-family detached Lot. To qualify as "completed" the private dwelling unit within the multi-family apartment building must be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. Prior to the completion of two private dwelling units within the multi-family

apartment building(s) upon a Lot, said Lot shall be assessed at a rate of fifty per cent (50%) of such assessment as may be fixed or levied against a single family detached lot.

4. COMMERCIAL PROPERTY. Until December 31, 1972, the maximum annual maintenance assessment shall be THREE HUNDRED SIXTY DOLLARS ($360.00) per acre. The per acre special assessment rate shall be one hundred fifty per cent (150%) of any special assessment levied against a single family detached lot pursuant to Section Four or Five of this Article V. Said assessments shall be levied on each area designated and zoned for commercial activity, exclusive of any recreational area, beginning at a time when productive activities are occurring on the land.

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

At the first such meeting called, the presence in person or by proxy of members entitled to cast Sixty per cent (60%) of all the votes of each Class 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

Section Eight. Date of Commencement of Annual Assessment; Due Dates; Certificate of Payment. Annual assessments provided for herein shall commence as to all lots of record on the first day of the month following the filing of the declaration, and on the first day of the month following the recordation of Lots created subsequent to this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Not later than thirty (30) days after January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot and, in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid to date.

Section Nine. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at seven per cent (7%) per annum. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Units 1-3

Section Ten. Subordination of Non-Payment of Assessment; Remedies of the Association. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term mortgage or mortgages shall include deed of trust or deeds of trust.

ARTICLE VI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and be responsible for enforcement. References in this article to Committee shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

Section One. Approval of Plans and Architectural Committee. For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscape plans must be accompanied by site plans which show the siting of homes on each side of the residency under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's

recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications. For the period ending December 31, 1972, said fee shall not exceed Fifty Dollars ($50.00) for each review of house plans and specifications, which fee shall be completely separate from the purchase price, and for the period ending December 31, 1972, said fee shall not exceed Twenty-Five Dollars ($25.00) for repairs, remodeling, alteration or addition.

1. It shall be the responsibility of the Committee from time to time to publish and distribute to architects and lot owners acceptable specifications, materials and standards for house construction.

2. No garage openings to face streets. All garages and carports shall have a capacity for at least two automobiles. Garages and carports shall be so located that doors and entrances thereto shall not be visible from any public street rights-of-way on which the building plot abuts. Carports shall be screened from all public street rights-of-way, using materials and design in such manner that objects located within the carport shall present a broken and obscured view from the outside thereof to any other building plot which it abuts.

3. Plans and specifications shall be prepared by an architect registered in the State of Florida. The architect submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions.

4. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any house can be occupied it must be completely finished and a certificate of completion must be issued by the Committee.

5. ...l such time as Developer divests itself of all lots within Carrollwoo... ...llage, Developer shall appoint from time to time the members of an Arc... ...tural Committee (The "Committee") to consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans and specifications, and Developer shall have the right to assign the Committee to the Homeowners' Association at any time. After Developer divests itself of all lots within Carrollwood Village, the Committee shall be elected by a majority of the votes of the Homeowners' Association members.

Section Three. Setbacks.

1. Minimum setback lines shown on the recorded plat of the properties are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said recorded map or nearer than ten (10) feet to any interior lot line, twenty-five (25) feet from front line on non-golf course lots and thirty (30) feet from front line of golf course lots, provided, however, as to lots that subsequently become subject to this Declaration as an "addition" which are designated for attached or semi-attached dwellings, any such building, structure or appurtenances thereon may abut upon and be incorporated into any party wall and there shall be no side line setback requirements as to lot side lines upon which party walls are constructed. If an attached garage or carport is not made a part of the dwelling, one side yard shall not be less than ten (10) feet from the lot line to permit access to the detached garage or carport in the rear of the property. If detached garage, or carport or other outbuildings be approved with written consent from the Committee, they may be erected not nearer than ten (10) feet to any side lot line. The minimum rear line setback for golf course lots is fifty (50) feet, unless a written variance is received from the Committee.

For the purpose of determining compliance with the foregoing building requirements, porches and wing-walls shall not extend beyond any setback lines, unless written approval is received from the Committee.

2. Setback provisions herein prescribed may be altered by the Developer whenever in its sole discretion the topography or configuration of any lot in said subdivision will so require.

Section Four. Living Area, Building Heights and Garages.

1. No residences shall be erected or allowed to remain on any lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 2,000 square feet.

2. The Committee shall have the right to reduce this square footage standard up to a maximum of five (5) per cent when in its opinion there are special site and architectural considerations involved.

3. All dwellings shall have at least a double carport or a double garage.

Section Five. Land Use.

1. By or with the written consent of the Committee, one or more lots (as shown on General Plan of Development) or parts thereof, may be resubdivided or combined to form one single building lot, provided, however, in such event, the resulting lots shall not be smaller in total area than either of the original lots prior to such subdivision.

2. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the platted lots in said subdivision as same are now platted according to said recorded plats of said subdivision, except that more than one lot may be used for one private dwelling.

3. No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling.

4. No structure of a temporary nature or character shall be used as a residence.

5. No building or structure shall be moved onto any lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property hereinbefore described shall be constructed thereon.

6. No building erected for use as a garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence; nor shall any trailer or vehicle used for housing of any kind be allowed to park or remain within the boundaries of any of the lots, whether for dwelling purposes or not.

Section Six. Maintenance.

1. Developer will mow and maintain lot prior to construction so as not to detract from value of surrounding area. Lot owner will be responsible to pay for this service at Five Dollars ($5.00) per month.

2. All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote

of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform maintenance shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

3. To preserve the natural integrity and beauty of the land, water runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more shall be cut, destroyed or mutilated except with the prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section Seven. Screening of Other Uses.

1. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.

2. Street mailboxes shall be of the type consistent with the character of Carrollwood Village and shall be placed and maintained to complement the houses in the neighborhood. Application shall be made by each owner for his mailbox. At such time as door postal service is available, owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

3. No house trailer shall be permitted to stay on any lot or public right-of-way. No boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall be permitted to stay on a public right-of-way or on a lot unless permanently enclosed in a garage or carport and screened from view of adjoining lots, streets and common areas. Temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of Developer for the sale of land and residences. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

4. No house or other structure on any lot shall be used for commercial or business purposes. Each Owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor shall any substance, thing or material be kept upon

any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event that any Owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

5. No window air conditioning units shall be installed without prior written approval of the Committee.

Section Eight. Fences, Hedges and Landscaping.

1. All the landscape plans, fences and hedges must receive prior written approval from the Committee before implementation.

2. Boundary walls, excluding party walls, may be erected and hedges grown but no higher than three (3) feet from the street right-of-way to the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed five (5) feet in height from the minimum building setback line to the back building line of the main structure, and shall not exceed six (6) feet in height to the rear property line, unless written approval is received from the Committee.

3. No fences shall be erected or hedges grown within twenty-five (25) feet of the rear lot line of houses which front on the golf course unless special architectural conditions prevail and written approval is received from the Committee.

4. The landscaping plan for the areas of any lot within twenty-five (25) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern of the golf course fairway area established by the Carrollwood Village Golf and Tennis Club.

Section Nine. Animals.

1. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except household pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

2. No person owning or having possession, charge, custody or control of any dog shall cause, permit or allow the dog to stray, run, be, go or in any other manner be at large in or upon any public street, sidewalk or park or on private property of others without the express or implied consent of the owner of such private property.

Section Ten. Signs.

1. No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or improvement thereon without the prior written consent of the Committee.

Section Eleven. Docks.

1. No docks, piers or similar structures shall be constructed.

Section Twelve. Utilities.

1. No outside radio transmission tower or receiving antenna shall be erected by an Owner, and no outdoor television antenna may be erected or installed if Developer shall provide cable television reception to a lot. If cable television service is not available to a lot, then the customary outdoor television receiving antenna may be installed with the prior approval of the Committee, provided such outdoor antenna shall thereafter be taken down and removed by the Owner when and if a cable television receiving service shall later be provided by Developer.

2. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the Lots shall be underground, provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion deemed necessary.

Section Thirteen. Wells and Lakes.

1. Except with the prior written approval and permission of the Committee no water well shall be sunk or drilled on any lot. However, Developer reserves the right to locate wells, pumping stations and tanks within residential areas or any open space, or on any lot designated for such use on any recorded plat.

2. The Developer shall have the sole and absolute right, but no obligation, to control the water level of the lakes located within Carrollwood Village and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes.

3. No Lot Owner or resident shall have any right to pump or otherwise remove any water from the lakes for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbage, debris, ashes or other refuse in any of the lakes.

Section Fourteen. Noxious Activities.

1. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any lot or the Common Area without the consent of the Developer or Association.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. No commercial vehicles of any type shall be permitted to remain overnight on the property of a private dwelling within Carrollwood Village, unless garaged, other than as may be used by the Developer in conjunction with building operations.

4. No private trucks or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a private dwelling, unless garaged.

5. Owners of golf fairway lots shall be obligated to refrain from any actions which would distract from the playing qualities of the Carrollwood Village Golf Course or the development of an attractive overall landscaping plan for the entire golf course area.

Section Fifteen. Storage of Materials.

1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of the neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must be approved by the Committee prior to construction.

2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except for water tanks that may be constructed by the Developer for the storage of potable water for the community and fuel tanks for Developer's use during building operations.

Section Sixteen. Swimming Pools.

1. Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main building unless

a different location is authorized in writing by the Committee.

Section Seventeen. Sprinkling Systems.

1. All lots must have one hundred per cent (100%) underground sprinkling coverage in operable condition.

Section Eighteen. Miscellaneous.

1. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abuts.

2. No privies or outside toilet facilities shall be constructed or maintained on any lot without prior approval of the Committee. Any individual sewerage disposal system ("septic tank") permitted by the Committee (any other provisions herein or any other written statement to the contrary notwithstanding) shall also be of a type approved or recommended by the State and local Departments of Health and shall be maintained by each owner at all times in the proper sanitary condition in accordance with applicable State and County sanitation laws. Upon completion of such approved facilities, all plumbing and other sanitary systems must be approved as installed by the Committee in addition to State and local health officials.

ARTICLE VIII

TIME LIMIT TO BUILD, CONTRACTORS AND GOVERNMENTAL RESTRICTIONS

Section One. Time Limit to Build.

1. Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

2. The construction of any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

3. In the event a dwelling is not constructed within thirty-six (36) months from the time of original lot purchase from Developer, the Developer shall have the option to buy lot back at the original purchase price plus six per cent (6%) simple interest.

Section Two. Contractors.

1. All buildings placed on any of the lots within Carrollwood Village shall be erected by licensed contractors of Hillsborough County, Florida.

Section Three. Governmental Restrictions.

1. Each owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provisions of any

such governmental code, regulation or restriction and any provision of this Declaration, the most restrictive provision shall apply.

ARTICLE IX

GENERAL PROVISIONS

Section One. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 1999, at which time they shall be automatically extended for successive periods of ten (10) years each unless approved by no less than two-thirds (2/3) of the total votes of both classes of membership cast in person or by proxy to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section Two. Amendment. The covenants and restrictions of this Declaration as they pertain to the lots and other properties within Carrollwood Village may be amended at any time and from time to time during the period of any extension or renewal thereof, by an agreement signed (a) by Developer, if it is the owner of any lots then subject hereto; and (b) to the extent permitted by law, by at least two-thirds (2/3) of the Owners whose lots are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. By way of clarification, this process of amendment does not apply to "additions". Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Section Three. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Carrollwood Village to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section Four. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate any and

all functions herein reserved to Developer. Further notwithstanding any other provision contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developer also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from its failure to perform or negligent performance of its obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

Section Five. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section Six. Unintentional Violation of Restrictions. In the event of unintentional violations of any of the foregoing restrictions with respect to any lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

IN WITNESS WHEREOF, the said SUNSTATE BUILDERS, INC., has caused this Declaration of Covenants, Conditions and Restrictions to be executed by its President and its corporate seal to be hereunto affixed, this 27th day of April, 1972.

SUNSTATE BUILDERS, INC.

By _____
President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 27th day of April, 1972, before me, the undersighed authority, personally appeared MATT M. JETTON, to me known to be the person described in and who executed the foregoing instrument as President of SUNSTATE BUILDERS, INC., a corporation, and who duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said corporation, and that the seal affixed thereto is the true and genuine seal of said corporation and was affixed thereunto under like authority.

WITNESS my hand and official seal the date aforesaid.

Notary Public, State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires July 4, 1972
Bonded by American Fire & Casualty Co.

My Commission Expires

EXHIBIT "A"

Carrollwood Village, Section 1, Unit 1, according to Plat Book 44, Page 44, Public Records of Hillsborough County, Florida.

From the center of Section 9, Township 28 South, Range 18 East, Hillsborough County Florida as a Point of Beginning, run thence S.00°11'30"E., 30.00 feet; S.89°48'30"W, 29.83 feet; thence S.00°11'30"E., 145.00 feet; thence S.44°29'12"E., 69.83 feet; thence S.45°39'48"W., 82.13 feet; thence S.09°42'54"W., 99.71 feet; thence S.03°17' 03"W., 86.89 feet; thence S.08°27'03"E., 86.89 feet; thence S.20°11'09"E., 86.89 feet S.31°01'26"E., 92.52 feet; S.32°48'55"E., 102.00 feet; thence S.58°02'18"W., 130.00 feet; thence Southeasterly 92.49 feet along the arc of a curve concave to the Southwest having radius of 1015.00 feet (chord bearing S.29°21'04"E., 92.46 feet); thence S.63°15'33"W., 170.12 feet; thence S.24°47'34"W., 126.97 feet; thence S.78°34'29"W., 284.77 feet; thence N.11°25'31"W., 396.45 feet; thence N.64°29'48"E., 120.80 feet; thence N.00°06'54"E., 245.52 feet; thence N.09°43'36"E., 364.91 feet; thence N.11°04'28"W., 226.98 feet; thence N.17°55'03"W, 168.43 feet; thence N.20°41'41"E., 198.95 feet; thence N.34°21'17"W., 60.00 feet; thence N.64°33'26"W., 62.45 feet; thence S.84°31'30"W., 63.26 feet; thence N.17°55'03"W., 237.50 feet; thence Northeasterly 168.20 feet along the arc of a curve concave to the Southeast having a radius of 355.00 feet (chord bearing N.84°34'26"E., 166.63 feet); thence Northeasterly 34.30 feet along the arc of a curve concave to the Northwest having a radius of 25.00 feet (chord bearing N.58°50'21"E., 31.67 feet); thence N.19°31'50" E., 371.48 feet; thence S.70°28'10"E., 100.00 feet; thence S.19°31'50"W., 371.48 f thence Southeasterly 34.30 feet along the arc of a curve concave to the No, theast having a radius of 25.00 feet (chord bearing S.19°46'40"E., 31.67 feet); thence Southeasterly 174.24 feet along the arc of a curve concave to the Southwest having a radius of 355.00 feet (chord bearing S.45°01'28"E., 172.50 feet); thence N.62°48'10"E., 144.00 feet; thence S.56°54'52"E., 85.00 feet; to the East boundary of the West ½ of said Section 9, thence S.00°22'08"E., along said East boundary of Section 9, 580.00 feet to the Point of Beginning. Containing 19.19 Acres, more or less.

EXHIBIT "A"

CARROLLWOOD VILLAGE, Section 1, Unit 2, according to map or plat there recorded in Plat Book 44, Page 45, Public Records of Hillsborough County, Florida.

From the Center of Section 9, Township 28 South, Range 18 East, Hillsborough County, Florida; thence run S.89°48'30"W., 210.00 feet; thence N.00°22'08"W., 380.63 feet; thence 560.44 feet along the arc of a curve concave to the Southwest having a radius of 295.00 feet, (chord bearing N.54°47'39"W., 479.88 feet), to the Point of Beginning; thence continuing along said curve on arc distance of 61.09 feet, (chord bearing S.64°50'54"W., 60.98 feet); thence S.58°54'59"W., 115.17 feet; thence S.31°05'02"E., 60.48 feet; thence S.01°59'03"E., 200.76 feet; thence S.07°39'45"W., 109.37 feet; thence S.12°00'01"E., 105.19 feet; thence S.01°59'03"E., 54.19 feet; thence S.11°04'28"E., 172.12 feet; thence run S.09°59'12"W., 479.66 feet; thence S.15°50'42"E., 221.66 feet; thence S.04°30'28"W., 118.06 feet; thence 70.28 feet along the arc of a curve concave to the West, having a radius of 60.00 feet, (chord bearing S.04°30'28"W,66.33 feet); thence S.04°30'28"W., 242.02 feet; thence N.85°29'32"W., 127.12 feet; thence N.28°37'38"W., 506.36 feet; thence N.37°43'03"W., 239.48 feet; thence N.67°12'04"W., 553.55 feet; thence N.30°29'22"W., 124.64 feet; thence N.59°30'38"E., 186.47 feet; thence run N.05°08'32"W., 166.76 feet; thence N.12°36'00"E., 363.57 feet; thence N.07°20'06"E., 209.68 feet; thence N.00°03'03"W., 604.12 feet; thence N.11°47'09"E., 128.00 feet; thence East, 112.23 feet; thence S.22°40'39"E., 120.67 feet; thence S.31°46'04"E., 293.86 feet; thence S.57°14'47"E., 220.48 feet; thence N.58°54'58"E., 129.80 feet; thence 74.87 feet along the arc of curve concave to the Southeast, having a radius of 355.00 feet (chord bearing N.64°57'29"E;, 74.74 feet); thence S.17°55'04"E., 60.01 feet to the Point of Beginning. Containing 36.05 acres more or less.

EXHIBIT "A"

CARROLLWOOD VILLAGE, Section 1, Unit 3, according to map or plat thereof recorded in Plat Book 44, Page 46, Public Records of Hillsborough County, Florida.

From the Northwest corner of Section 9, Township 28 South, Range 18 East, Hillsborough County, Florida, run thence S.00°03'05"E. 1374.47 feet, to the intersection of Fletcher Avenue; thence N.89°56'55"E., along the center line of Fletcher Avenue,173.60 feet; thence S.00°03'05"E., 50.00 feet, to the South right of way line of Fletcher Avenue and to a Point of Beginning; thence Southeasterly 36.87 feet, along the arc of a curve concave to the Southwest, having a radius of 25.00 feet (chord bearing S.47°47'45"E., 33.62 feet); thence N.84°27'35"E., 60.00 feet; thence Northeasterly, 36.87 feet along the arc of a curve concave to the Southeast, having a radius of 25.00 feet, (chord bearing N.36°42'55"E., 33.62 feet); thence Northeasterly 123.46 feet, along the arc of a curve concave to the Northwest having a radius of 550.00 feet (chord bearing N.72°32'25"E., 123.20 feet); thence S.03°56'13"W., 40.89 feet; thence N.88°44'55"E., 402.48 feet; thence S.11°47'09"W., 74.93 feet; thence S.00°03'03"E., 615.86 feet; thence S.07°20'06"W., 190.32 feet; thence S.01°45'19"E., 506.36 feet; thence S.21°05'54"E., 158.30 feet; thence S.30°29'22E., 60.00 feet; thence southwesterly, 222.00 feet along the arc of a curve concave to the Northwest having a radius of 430.00 feet (chord bearing S.74°18'02" 219.54 feet); thence S.00°54'34"E., 147.92 feet; thence N.71°42'56"W., 160.00 feet; thence N. 18°17'04"E., 94.12 feet; thence N. 72°40'09"W., 60.01 feet; thence S.18°17'04"W., 103.13 feet; thence N. 71°42'56"W., 209.40 feet; thence S.79°40'02" W., 190.98 feet; thence S.89°56'43"W., 20.00 feet; thence 30.00 feet East of and parallel to the West boundary of said Section 9, N.00°03'17"W., 453.38 feet; thence continue 30.00 feet East of and parallel to said West boundary, N.00°03'05"W., 1196.23 feet; thence N.89°56'55"E, 20.00 feet; thence Northeasterly 54.98 feet along the arc of a curve concave to the Southeast, having a radius of 35.00 feet (chord bearing N.44°56'55"E., 49.50 feet); thence N. 89°56'55"E., along the South right of way line of Fletcher Avenue, 88.60 feet, to the Point of Beginning. Less the East 20.00 feet thereof as additional right of way for Casey Road. Containing 28.17 acres more or less.

REC. FEE 77.00
James F. Taylor, Jr.
CLERK CIRCUIT COURT
HILLSBOROUGH CO.
TOTAL 77.00
REC. CLK.

OFF. REC. 4660 PG 218

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AMENDED AND RESTATED

BY-LAWS

OF

CARROLLWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

(A corporation not for profit,
under the laws of the State of Florida)

I. IDENTITY

1. These are the Amended and Restated By-Laws of Carrollwood Homeowners Association, Inc., a corporation not for profit, under the laws of the State of Florida, hereinafter called "Association". The Association has been organized to promote cooperation among lot owners and property owners in Carrollwood Village and generally to provide for the mutual assistance, welfare and improvement of all such persons. The purposes of the Association are more particularly set forth in Item 2, Section 2.01 on pages 1-3 inclusive of the Certificate of Incorporation of the Association which was filed of record in the Office of the Secretary of State of the State of Florida, on May 19, 1972.

2. The office of the Association is c/o Greenacre Properties, 4131 Gunn Highway, Tampa, Florida 33624, or at such other places as the Board of Directors may determine from time to time.

3. The fiscal year of the corporation shall be the calendar year.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; and the words "Corporation

Return to: Greenacre Properties, Inc.
4131 Gunn Highway
Tampa, Florida 33624

RECORD VERIFIED
James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Kathy L. Batson, D.C.

Not for Profit"; and "1972" the year of incorporation. An impression of such seal is affixed to the right hand margin of this first page of the By-Laws.

5. These Amended and Restated By-Laws are an amendment and restatement of the By-Laws which were adopted at the first meeting of the Board of Directors of the Association on January 15, 1975, pursuant to Item 12, Section 12.01 on pages 6 and 7 of the Certificate of Incorporation ("Certificate") of Carrollwood Village Homeowners Association, Inc. filed of record in the Office of the Secretary of State of the State of Florida on May 18, 1972. These amended and restated By-Laws are subject to the provisions of the Declaration ("Declaration") of Covenants, Conditions and Restrictions made on April 17, 1972 by Sunstate Builders, Inc. ("Sunstate") and filed on May 8, 1972 in Official Record Book 2476 at pages 944-967 inclusive of the Public Records of Hillsborough County, Florida.

II. DEFINITIONS

The following words when used in these By-Laws (unless the context shall prohibit) shall have the following meaning:

1. "Carrollwood Village" shall mean and refer to all existing properties and additions thereto, as are subject to the Declaration and any supplemental Declaration under the provisions of Article II of the Declaration.

2. "Association" shall mean and refer to Carrollwood Village Homeowners Association, Inc.

3. "Private Dwelling Unit" shall mean and refer to all living units within Carrollwood Village.

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Private Dwelling Unit situated within Carrollwood Village but shall not include a mortgagee.

5. "Member" shall mean and refer to members of Carrollwood Village Homeowners Association, Inc.

6. "General Plan of Development" shall mean and refer to either the preliminary plan or the record plat for a particular area of Carrollwood Village.

7. "Lot" shall mean and include all parcels of land duly recorded and identified by a plat of subdivision, intended or designed for the construction thereon of one or more Private Dwelling Units as herein defined, and where appropriate to the context, such definition shall also include the space occupied by an existing or planned condominium unit within a condominium.

8. "Board of Directors" when referred to herein shall mean the Board of Directors of Carrollwood Village Homeowners Association, Inc. which is more particularly described in Item 10, Section 10.01 on pages 5 and 6 of the Certificate.

9. "Committee" when referred to in these By-Laws shall mean the architectural committee provided for in Article VI on pages 10 through 12 inclusive of the Declaration. The Developer

has heretofore assigned the Committee to the Association pursuant to Article VI, Section 1 (5) on Page 12 of the Declaration. The Committee consists of five members.

10. The Developer was Sunstate Builders, Inc., a Florida corporation, which has heretofore divested itself of all lots within Carrollwood Village. The Developer was dissolved on March 26, 1982, by the Secretary of State of Florida and a certified copy of the Articles of Dissolution of the Developer were filed in the office of the Clerk of the Circuit Court of Hillsborough County, Florida, on April 15, 1982, in Official Record Book 3936 at pages 1837-1841.

III. MEMBERSHIP

1. Every person or entity who is the owner of record of a fee interest in any Lot or who is purchasing one or more Lots under a contract or purchase agreement within Carrollwood Village shall be eligible to be a member of the Association, subject to and bound by the Certificate, these By-Laws, rules and regulations adopted by the Board of Directors and the Declaration. For this purpose, ownership of a condominium unit under any unit ownership arrangements or agreement shall be deemed ownership of a Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other

legal entity are purchasing one or more Lots under contract or agreement of purchase, the membership as to such Lot(s) shall be joint and the right of such membership (including voting power arising therefrom) shall be exercised only as stipulated in paragraph 2 of this Item III. (See Article III, Section 1(1) of the Declaration)

2. During any period in which a Member shall be in default in payment of any annual, special or periodic assessment levied by the Association, the voting rights and right to the use of the common areas of any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any rules or regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the board (or a Committee thereof) after certified mail specifying such alleged violation and setting the time and place and date of hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive (see Article 3, Section 1(2) of the Declaration).

3. No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due, the charges, assessments and special assessments levied upon each

Member's Lot as specified in the Declaration, the By-Laws, or as the Members of the Association may from time to time hereafter adopt (see Article 3, Section 1(3) of the Declaration).

IV. VOTING AND VOTING RIGHTS

1. The voting rights of the membership shall be appurtenant to the ownership of the Lots.

(1) MULTI-FAMILY APARTMENT BUILDINGS: Each Lot used for the development thereon of Multi-Family Apartment Building(s) shall entitle the Owner(s) of said Lot to one-half (1/2) of one (1) vote for each completed Private Dwelling Unit within the apartment building(s) located upon said Lot. To qualify as "completed", the Private Dwelling Unit within the apartment building must be occupied, available for immediate occupancy, or temporarily unavailable for occupancy on account of repairs, maintenance work or restoration. A Lot reserved and designated for development of Multi-Family Apartment Building(s) but not containing at least two (2) completed Private Dwelling Units shall be alloted one (1) vote.

(2) CONDOMINIUMS: Each Condominium unit constructed or planned for construction hereinbefore described as a Lot shall entitle the Owner(s) of said Lot to three-fourths (3/4) of one (1) vote.

(3) SINGLE-FAMILY DETACHED HOMES: Each Lot designated as a lot on which a Single-Family Detached Home is or may be constructed shall entitle the Owner(s) of said Lot to one (1) vote.

When two (2) or more persons hold an interest (other than leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest in a Lot and in no event shall more than the number of votes hereinabove designated be casted with respect to any Law.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid (see Article III, Section 2(2) on page 5 of the Declaration).

3. The voting on all matters except the election of Directors shall be by voice vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where Directors or Officers are to be elected by Members, the solicitation of proxies for such elections may be conducted by mail (see Article III, Section 2(3) on page 5 of the Declaration).

V. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual meeting shall be held at the office of the Association or at such other location in or near Carrollwood Village that may be designated by the Board of Directors, at 7:30 p.m. Eastern Standard Time, on the 3rd Monday in March next succeeding, and annually thereafter, on the same date,

for the purpose of electing Directors and the members of the Committee, and for transacting any other business duly authorized to be transacted by the Members including, without limiting the generality of the foregoing, taking any action as to annual maintenance assessments authorized under subparagraphs (2) and (3) of Section 4 of Article V on page 8 of the Declaration and any action authorized with regard to special assessments under Section 5 of Article V on page 8 of the Declaration.

2. Special meetings shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors and must be called by such Officers upon receipt of a written request from Members of the Association holding no less than one-third (1/3) of the total votes of both Classes of membership.

3. Notice of all Members' meetings, regular or special, shall be given by the President, or Vice President, or Secretary of the Association, or other Officer of the Association. The absence of such Officers, to each Member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each Member not less than ten (10) nor more than sixty (60) days prior to the date set for such meeting (as is also provided in Section 7 of Article V on page 9 of the Declaration with regard to meetings called for the purpose of taking any action authorized under Sections 4 and 5 of said Article of the Declaration), which notice shall

be mailed or presented personally to each Member within said time. If mailed, said notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by written waiver of notice signed by such Member, waiving such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Members. If any Members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for a particular purpose has not attended, wherever the latter percentage of attendance may be required, as set forth in the Certificate of Incorporation, these By-Laws, or the Declaration of Covenants, Conditions, and Restrictions, the Members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum of or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a Chairman.

5. The order of business at annual Members' meetings, and as far as practical, at all other Members' meetings, shall be as follows:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes.

(d) Reports of Officers.

(e) Reports of Committees.

(f) Appointment by Chairman of Inspectors of Election.

(g) Election of Directors.

(h) Unfinished business.

(i) New business.

VI. DIRECTORS AND COMMITTEE MEMBERS

1. The affairs of this Association shall be managed by a Board of nine (9) Directors. There shall be three (3) classes of directors, to be known as Class 1, Class 2, and Class 3, respectively, with three (3) directors in each class. The affairs of the Committee shall be conducted by five (5) members. There shall be no separate classes of Committee members.

2. Election of Directors and Committee members shall be conducted in the following manner:

(a) (i) Three (3) Class 1, three (3) Class 2 and three (3) Class 3 Directors will be elected at the 1982 annual meeting of the Members. The term of office of the Class 1 Directors elected at the 1982 annual meeting of the Members shall expire at the 1983 annual meeting; the term of the Class 2 Directors elected at the 1982 annual meeting of the Members shall expire at the 1984 annual meeting; and the term of the Class 3 Directors elected at the 1982 annual meeting of the Members shall expire

at the 1985 annual meeting. Upon expiration of the terms of office of the Directors as classified above, their successors shall be elected for the term of three (3) years each, so that one-third (1/3) of the Directors of the Association shall be elected annually.

(ii) The five (5) committee members will be elected at the annual meeting of the members. The term of office of each committee member shall expire at the next annual meeting at which time their successors shall be elected for a term of one year.

(b) A nominating committee of five (5) Members shall be appointed by the Directors not less than thirty (30) days prior to the 1985 annual meeting of the Members and not less than sixty (60) days prior to the subsequent annual Member meeting. The committee shall nominate one (1) candidate for each position to be filled on the Board of Directors of the Association and on the Committee. Other nominations may be made from the floor.

(c) The election shall be by written ballot as provided in Article III, Section 2(3) on page 5 of the Declaration and by a majority vote of the total number of votes cast. When there is only one (1) nominee or candidate for a Director vacancy, or one nominee or candidate for a member vacancy on the Committee, the Chairman may declare that such nominee or candidate has been elected by general consent or acclamation. There shall be no cumulative voting.

(d) (i) Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, except as to vacancies provided or brought about by the removal of Directors by Members. The term of office of the Director who has been selected or appointed by the remaining Directors to fill such vacancies shall expire at the next annual meeting of the Members. A Director who misses four (4) consecutive regular meetings shall be deemed to have resigned and such Director's position shall be vacant.

(ii) Vacancies in the Committee occurring between annual meetings of Members shall be filled by the remaining Committee members, except as to vacancies provided or brought about by the removal of Committee members by Members of the Association. The term of office of a Committee member who has been selected or appointed by the remaining Committee members to fill such vacancy shall expire at the next annual meeting of the Members of the Association.

(e) (i) Any Director may be removed by concurrence of a majority of two-thirds (2/3) of the entire membership at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting. The term of office of such Director elected by the Members shall expire simultaneously with the terms of office of the incumbent Directors who are similarly classified.

(ii) Any Committee member may be removed by concurrence of a majority of two-thirds of thee entire membership of the Association at a special meeting of the Members of the Association called for that purpose. The vacancy in the Committee membership so created shall be filled by the members of the Association at the same meeting. The term of office of such Committee member elected by the Members of the Association shall expire simultaneously with the terms of office of the incumbent Committee members.

3. The organizational meeting of the Board of Directors that are newly elected at the 1985 meeting of the Members and of each Board that is newly elected at the annual meeting of the Members thereafter shall be held within ten (10) days of their election, at such place and such time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of an organizational meeting shall be necessary.

4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall be given to each Director in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three

(3) days' notice of the meeting shall be given to each Director in writing, personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

7. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors may be required by the Certificate, the Declaration or these By-Laws.

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

9. The presiding Officer of the Director's meeting shall be the President, and if absent, the Vice President shall preside. In the absence of such presiding Officers, the Directors present shall designate one of their number to preside at such meeting.

10. The order of business at Director's meetings shall be as follows:

(a) Calling of the roll.

(b) Proof of due notice of meetings.

(c) Reading of minutes and disposal of any unapproved minutes.

(d) Reports of Officers and committees.

(e) Election of Officers.

(f) Unfinished business.

(g) New business.

(h) Adjournment.

11. Directors fees, if any, shall be determined by Members of the Association.

12. All of the powers and duties of the Association existing under the Declaration, the Certificate and these By-Laws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the Members only when such approval is specifically required by appropriate documents, subject always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm as provided in the Certificate filed in the Office of the Secretary of State of the State of Florida on May 18, 1972 or any subsequent amendment or amendments to such Certificate.

VII. OFFICERS

1. The executive Officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors at any meeting. Any person may hold two (2) or

more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall, from time to time, elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive Officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the powers to appoint committees from among the Members, from time to time, as he may, in his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the Office of Secretary of an Association and as may be required by the Directors

or President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the assessment rolls and accounts of Members that are required to implement to provisions of Article V on pages 6 through 10 inclusive of the Declaration of Covenants, Conditions and Restrictions dated April 27, 1972, recorded May 8, 1972 in Official Record Book 2476 at Page 944-967 inclusive of the Public Records of Hillsborough County, Florida. The Treasurer shall also keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all Officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the contracting with a Director or a person, firm or entity with which a Director is associated, for the management of the condominiums.

VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in Article V on pages 6 through 10 inclusive of the Declaration of Covenants, Conditions and Restrictions dated April 27, 1972, recorded May 8, 1972 in Official Record Book 2476 at Page 944-967 inclusive of the Public Records of Hillsborough County, Florida, shall be supplemented by the following provisions:

1. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and the address of the Owner or Owners; the amount of each assessment against the Owner; the dates and amounts in which assessments come due; the amounts paid upon the account, and the balance due upon the assessments.

2. Subject to the provisions of Section 8 and 9 of Article V on page 9 of the Declaration, the Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the Members thereof.

3. Depository of the Association shall be such bank or banks which shall be designated, from time to time, by the Directors, and in which monies of the Associations shall be deposited. Withdrawal of money from such account shall be only by checks, signed by such persons as are authorized by the Directors.

IX. PARLIAMENTARY RULES

Roberts Rules of Order (Latest Edition) shall generally govern the conduct of corporate proceedings when in conflict with the Certificate, these By-Laws, the Declaration or with the Statutes of the State of Florida.

X. AMENDMENTS TO BY-LAWS

Upon proper notice, the By-Laws may be amended, altered or rescinded by a majority vote of those Members of the Board of Directors present at any regular meeting, or at any special meeting called for that purpose as is specified in Item 12 on

pages 6 and 7 of the Certificate. Amendments may also be adopted upon vote of a majority of the total votes of the membership cast in person or by proxy, at any meeting called for this purpose.

The foregoing were adopted as the Amended and Restated By-Laws of the Carrollwood Village Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the meeting of the Board of Directors held on January 10, 1985.

Robert A Mellers
President

Attest:
Shannon R Johnston
Secretary

corp:08cvhabyam