

THIS IS NOT A
CERTIFIED COPY

Prepared by and return to:
Ellen Hirsch de Haan, Esq.
Becker & Poliakoff, P.A.
Park Place
311 Park Place Blvd., Suite 250
Clearwater, FL 33759

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION AND BY-LAWS OF CARROLLWOOD VILLAGE
FAIRWAY TOWNHOUSES CONDOMINIUMS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Articles of Incorporation and By-Laws of Carrollwood Village Fairway Townhouses Condominiums Association, Inc., attachments to the Declaration of Condominium of Carrollwood Village Fairway Townhouses Condominium, Phase I, as recorded in Official Records Book 2598 at Page 736, of the Public Records of Hillsborough County, Florida, and the Declaration of Condominium of Carrollwood Village Fairway Townhouses Condominium, Phase II, as recorded in Official Records Book 2697 at Page 979, of the Public Records of Hillsborough County, Florida, was duly adopted in the manner provided in the Association's Governing Documents at a meeting held January 19, 2009.

9. IN WITNESS WHEREOF, we have affixed our hands this 30 day of May, 2000, at _____, Hillsborough County, Florida.


WITNESSES

Sign *Gia D. Chinkscales*
Print GIA D. Chinkscales

Sign Elynn Vogin
Print Elynn Vogin

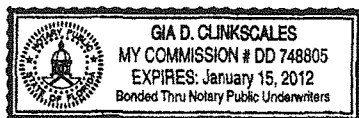
STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

CARROLLWOOD VILLAGE FAIRWAY
TOWNHOUSES CONDOMINIUMS
ASSOCIATION, INC.

By: 
President

Name Printed: HERBERT SWANZMAN

The foregoing instrument was acknowledged before me this 20 day of May, 2009, by Herbert Swartzman, as President of Carrollwood Village Fairway Townhouses Condominiums Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced FL D/L as identification.



NOTARY PUBLIC:

SIGN GIA D. CLINKSCALES
PRINT GIA D. CLINKSCALES
State of Florida at Large

My Commission Expires: 1/15/2012

THIS IS NOT A
CERTIFIED COPY
ADOPTED AMENDMENTS TO THE ARTICLES OF INCORPORATION AND
BY-LAWS OF CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES
CONDOMINIUMS ASSOCIATION, INC.

1. Adopted amendment to Article VII, Section 1., of the Articles of Incorporation, as follows:

ARTICLE VII.

1. The Board of Directors, until relinquishment of control as hereinafter provided by Sunstate Builders, Inc., a Florida corporation, or its nominee (the said Sunstate Builders, Inc. or its nominee being referred to as "Developer"), shall consist of five (5) Directors, which Directors need not be members of the Corporation.

After relinquishment of control Sunstate Builders, Inc. or its nominee as hereinafter provided, the Board of Directors shall consist of the number of Directors determined in accordance with the By-Laws ~~but not less than five (5) Directors; and in absence of such determination said Board shall consist of five (5) Directors.~~ . . .

2. Adopted amendment to Article IV., Section 1. and 2.(b) of the By-Laws, as follows:

IV. DIRECTORS

1. The affairs of the Association shall be managed by a Board of ~~not less than five (5)~~ seven (7) ~~or more than sixteen (16)~~ Directors, ~~the exact number to be determined by the Membership from time to time.~~ Beginning with the election in 2009, three (3) Directors shall be elected for two (2) year terms, and four (4) Directors shall be elected to serve a one (1) year term. Thereafter, in each even-numbered year, 4 Directors will be elected for 2-year terms, and in each odd-numbered year, 3 Directors will be elected for 2-year terms. And, each subsequent seat shall be filled for a term of two years. Each Director shall hold office until the expiration of the term for which he/she was elected and until his/her successor has been elected and shall have qualified, or until his/her prior resignation or removal.

**PLEASE NOTE: DELETIONS ARE INDICATED BY STRIKETHROUGHS;
ADDITIONS ARE INDICATED BY UNDERLINING; UNAFFECTED TEXT
INDICATED BY "..."**

THIS IS NOT A CERTIFIED COPY

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES CONDOMINIUMS ASSOCIATION, INC. Document No. 725078

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

Article VII, Section 1, see attached.

The date of the adoption of the amendment was: January 19, 2009.

- ☒ The amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment. The amendment was adopted by the board of directors.

CARROLLWOOD VILLAGE FAIRWAY
TOWNHOUSES CONDOMINIUMS
ASSOCIATION, INC.

(SEAL)

BY: [Signature]
President

Name Printed: Herbert Swartzman

DATED May 20, 2009

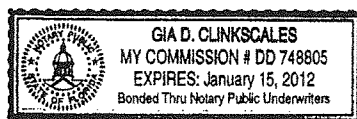
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Herbert Swartzman, to me known to be the President of Carrollwood Village Fairway Townhouses Condominium Association, Inc., and he/she acknowledged before me that he/she freely and voluntarily executed the same as such authorized agent, under authority vested in him/her by said corporation. He/She is personally known to me or has produced FL DIL (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 20 day of May, 2009.

My commission expires:

11/15/2012



Notary Public
Printed Name: GIA D. Clinkscates

THIS IS NOT A CERTIFIED COPY

ADOPTED AMENDMENTS TO THE ARTICLES OF INCORPORATION OF
CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES CONDOMINIUMS
ASSOCIATION, INC.

Adopted amendment to Article VII, Section 1., of the Articles of
Incorporation, as follows:

ARTICLE VII.

1. The Board of Directors, until relinquishment of control as
hereinafter provided by Sunstate Builders, Inc., a Florida corporation, or its
nominee (the said Sunstate Builders, Inc. or its nominee being referred to
as "Developer"), shall consist of five (5) Directors, which Directors need
not be members of the Corporation.

After relinquishment of control Sunstate Builders, Inc. or its
nominee as hereinafter provided, the Board of Directors shall consist of
the number of Directors determined in accordance with the By-Laws but
~~not less than five (5) Directors; and in absence of such determination said~~
~~Board shall consist of five (5) Directors. . . .~~

**PLEASE NOTE: DELETIONS ARE INDICATED BY
STRIKETHROUGHS; ADDITIONS ARE INDICATED BY UNDERLINING;
UNAFFECTED TEXT INDICATED BY "..."**

BY-LAWS
OF
CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES CONDOMINIUMS ASSOCIATION, INC.
A Corporation Not for Profit Under the Laws of the State of Florida

1. IDENTITY

1. These are the By-Laws of CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, hereinafter called "ASSOCIATION". The Association has been organized for the purpose of administering the operation and management of all Condominiums to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the Development Plan set forth in the Declarations of Condominium, upon the following described property situate, lying and being in Hillsborough County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
(Said property to be hereinafter referred to as "CARROLLWOOD
VILLAGE FAIRWAY TOWNHOUSES")

2. The office of the Association shall be 13902 North Dale Mabry Highway, Tampa, Florida 33614, or such place as the Board of Directors may determine, from time to time.

3. The fiscal year of the Association shall be the calendar year.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit", and the year of incorporation, an impression of which seal is as follows:

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in "ARTICLE IV" of the Articles of Incorporation of the Association, the provisions of which said "ARTICLE IV" of the Articles of Incorporation, are incorporated herein by reference.

2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.

3. The vote of the owners of an APARTMENT UNIT owned by one or more person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the APARTMENT UNIT as filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

This Instrument Was Prepared by
JOSEPH B. COFER
GIBBONS, TUCKER, McLEWEN, SMITH, COFER & TAUB
Attorneys At Law
606 Madison St. Tampa, Florida 33602

4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

5. Approval or disapproval by the owner of an APARTMENT UNIT on any matters - - whether or not the subject of an Association meeting - - shall be by the same person designated in the above described Certificate.

6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the various Declarations of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the APARTMENT UNITS represented at any duly called members' meeting at which a quorum is present shall be binding upon the Members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The first meeting of the membership (which will be a special meeting unless the date thereof, as herein below provided, coincides with the date of the annual meeting, also provided herein below), will be held when Sunstate Builders, Inc., a Florida corporation, or its nominee (the said Sunstate Builders, Inc., or its nominee, being hereinafter referred to as the "Developer"), relinquishes its control of the Association, as herein provided. Thereafter, the annual members' meeting shall be held at the office of the Corporation, at 7:30 o'clock P.M., Eastern Standard Time, on the third Monday in January, next succeeding, and annually thereafter, on the same date, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

2. Special Members' Meetings shall be held whenever called by the President or Vice-President, or by majority of the Board of Directors and must be called by such Officers upon receipt of a written request from members of the Association owning not less than one-third (1/3) of the APARTMENT UNITS.

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 in 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) days or more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which said notice was received by him. If mailed, such 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 the affidavit of the person giving the notice. Any Member may, by written waiver of notice signed by such member, waive 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 member. 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 particular purposes has not attended, wherever the latter percentage of attendance may be required, as set forth in

the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, the members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of 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
- (j) Adjournment.

6. Notwithstanding anything herein contained, until (1) Developer has closed the sales of all of the APARTMENT UNITS of all Condominiums to be established in CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES, or until (2) December 31, 1974, or until (3) Developer voluntarily elects in writing to terminate its control of the Association, whichever shall first occur, (any of which events being herein referred to as "relinquishment of control of the Association by Developer"), the proceedings of any and all meetings of members of the Association shall have noeffect, unless expressly approved in writing by the Board of Directors.

IV. DIRECTORS

1. The affairs of the Association shall be managed by a Board of not less than five (5) or more than sixteen (16) Directors, the exact number to be determined by the Membership from time to time.

2. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the first membership meeting after relinquishment of control by Developer and at the annual members' meeting thereafter.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate not more than sixteen (16) candidates. Other nominations may be made from the floor.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting and each member may not cast more than one (1) vote for any person nominated as a Director.

(d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors except as to vacancies provided by removal of Directors by members.

(e) Any Director may be removed by concurrence of two-thirds (2/3) of the votes 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.

(f) Notwithstanding anything herein contained until Developer relinquishes control of the Association, as hereinabove provided, the first Directors of the Association shall continue to serve, and in the event of vacancies, the remaining Directors shall fill any such vacancies; and if there are no remaining Directors, the vacancies shall be filled by the Developer (the Board of Directors thus constituted being herein referred to as the "Initial Board"); provided, however, that so long as Developer shall own one (1) or more APARTMENT UNITS, it shall have the continuing right to designate one (1) member of each Board of Directors from each Condominium in CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES in which it shall continue to own one (1) or more APARTMENT UNITS, notwithstanding the fact that the Developer may have, theretofore, relinquished control of the Association as herein provided.

3. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization 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 regular meetings 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 to be equivalent to the giving of notice.

7. A quorum at Directors' 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 is required by the Declarations of Condominium, the Articles of Incorporation, or these By-Laws.

8. If, at any meeting of the Board of Directors, there is less than a quorum present, the 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.

REC-2575-803

9. The presiding officer of Directors' meetings shall be the President; and if absent, the Vice-President shall preside. In the absence of such presiding officer, the Directors present shall designate one of their number to preside at such meeting.

10. The order of business at Directors' meetings shall be as follows:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (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. Director's fees, if any, shall be determined by the members of the Association.

12. All of the powers and duties of the Association existing under the Condominium Act, Declarations of Condominium, Articles of Incorporation 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 Articles of Incorporation.

13. The undertakings and contracts authorized by the Initial Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after Developer has relinquished control of the Association, notwithstanding the fact that members of the Initial Board may be Directors or Officers, of, or otherwise associated with, the Developer, the Managing agent or firm, or other entities doing business with the Association.

V. 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 and who may peremptorily be removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be a Secretary or any 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 of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power 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.

at 2:55 p.m. 8/4

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 other 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 Secretary when the Secretary is absent.

5. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall 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 Board of Directors from employing a Director as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for the management of the Condominiums.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in the Declarations of Condominium and Articles of Incorporation, 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 APARTMENT UNIT. Such an account shall designate the name and address of the owner or owners; the amount of each assessment against the owners; the dates and amounts in which assessments come due; the amounts paid upon the account, and the balance due upon assessments.

2. The Board of Directors shall adopt a Budget and Assessment Notice for each calendar year which shall contain the following items:

(a) Common Expense Budget, consisting of the estimated CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES COST as such is defined in the Declarations of Condominium and which shall include the estimated amounts necessary for the maintenance, repair, replacement and operation of Common Elements and Limited Common Elements within each Condominium of CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES, in the condition and according to the design substantially similar to that established by Developer. Said estimate shall take into account overhead items, such as office expense, utility costs, casualty and liability insurance and administration; and operating and replacement reserve; and depreciation.

(b) Proposed Assessments to be levied against each member to cover the foregoing budgets.

(c) Betterments: Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Elements; provided, however, that in the expenditure of this fund no sum in excess of Ten Thousand Dollars (\$10,000.00) shall be expended for a single item or purpose without approval of the members of the Association.

3. Copies of the Budget and Assessment Notice, which shall specify these charges relating to CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES COST, shall be transmitted to each member on or before January 1st of the year for which same has been prepared. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned therewith. Delivery of a copy of any Budget or amended budget to each member shall not effect the liability of any member for any such assessment; neither shall delivery of a copy of said budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion, to levy any additional assessment in the event the budget originally adopted shall appear to be insufficient to pay costs and expenses for operation and management, or in the event of emergencies.

4. The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof.

5. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such account shall be only by checks, signed by such persons as are authorized by the Directors.

6. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

7. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ME 2598 x 806

VII. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

VIII. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or upon vote of the majority of the Owners of APARTMENT UNITS in all Condominiums subject to the Association, whether meeting as members or by instrument, in writing, signed by them.

2. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall, thereupon, call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a Special Meeting of the members is required, as herein set forth.

3. In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the APARTMENT UNITS in all Condominiums subject to the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Hillsborough County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

4. At any meeting held to consider such amendment or amendments to the By-Laws, written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

5. Notwithstanding the foregoing provisions of this Article VIII, no amendment to these By-Laws may be adopted or become effective prior to relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

The foregoing were adopted as the By-Laws of CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on DECEMBER 22, 1972

APPROVED:

President

Secretary

From the Center of Section 9, Township 28 South, Range 18 East, Hillsborough County, Florida run S. 89°48'30" W. 180.00 feet along the center line of Stall Road to the intersection of Carrollwood Village Drive; run thence N. 00°22'08" W. along the centerline of Carrollwood Village Drive, 380.63 feet, continue along said centerline Northwesterly 397.63 feet along the arc of a curve concave to the Southwest (R=325.00 feet; Delta=70°06'02"; Ch=373.29'; C.B.=N. 35°25'09" W;) to the intersection of Palmwood Lane; run thence N. 19°31'50" E. along the centerline of Palmwood Lane 47.52 feet; run thence N. 70°28'10" W. 50.00 feet to the Point of Beginning on the Westerly right-of-way of Palmwood Lane; run thence Southwesterly along the arc of a curve concave to the Northwest 34.30 feet; (R=25.00 feet; Delta=78°37'01"; Ch. 31.67 feet; C.B.=S. 58°50'21" W;); run thence Southwesterly along the arc of a curve concave to the Southeast and the Northerly Right-of-Way line of Carrollwood Village Drive 181.99 feet (R=355.00 feet; Delta=29°22'19"; Ch.=180.00 feet; C.B.= S. 03°27'41" W;); run thence N. 14°38'39" W. 193.86 feet; run thence N. 57°14'46" W., 397.00 feet; run thence N. 35°31'38" W. 535.80 feet; run thence N. 13°04'03" W. 113.00 feet to the Southerly Right-of-Way line of Fletcher Avenue; run thence along the Southerly Right-of-Way of Fletcher Avenue Southeasterly along the arc of a curve concave to the Southwest 500.40 feet (R=1200.00 feet; Delta=23°53'32"; Ch.=496.78 feet; C.B. S. 68°43'16" E;); run thence along said Southerly Right-of-Way N. 56°46'30" W. 436.83 feet; continue along said Right-of-Way Southeasterly along the arc of a curve concave to the Northeast 235.58 feet (R=1293.64 feet; Delta=10°26'02"; Ch.=235.25 feet; C.B.=S. 61°59'31" E;); run thence Southeasterly along the arc of a curve concave to the Southwest 37.85 feet (R=25.00 feet; Delta=86°44'22" Ch.=34.34 feet; C.B.=S. 23°50'21"E;) to the Westerly Right-of-Way of Palmwood Lane; run thence along the Westerly Right-of-Way of Palmwood Lane S. 19°31'50" W. 371.48 feet to the Point of Beginning.

2015 10 15

EXHIBIT A

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of DECEMBER, 1978, by and between CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES CONDOMINIUMS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "Association", and CARROLLWOOD VILLAGE MANAGEMENT CORP., a Florida corporation, hereinafter referred to as "Manager".

WITNESSETH:

WHEREAS, the Association is the association formed to govern and manage all condominiums (herein called the "Condominiums") to be established within the following described property situate, lying and being in Hillsborough County, Florida, to-wit:

(See Exhibit "A" attached hereto and made a part hereof)
(Said property to be hereinafter referred to as "CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES")

and by the Declarations of Condominium and its By-Laws is vested with certain powers and charged with certain duties relative to the operation of the Condominiums; and

WHEREAS, the lands of the Condominiums contain, among other things, APARTMENT UNITS, recreational facilities, swimming pool and other appurtenances and facilities, more particularly described in the Declarations of Condominium; and

WHEREAS, the Condominiums constitute phases of a two-phase project on the property described in Exhibit "A" attached hereto and also include various amenities and properties of common interest to all owners of APARTMENT UNITS in the project; and

WHEREAS, the nature of the APARTMENT UNITS together with other appurtenances and facilities, and the complexity and burden of the duties and responsibilities of the ASSOCIATION require the employment of a manager; and

WHEREAS, the orderly and uniform administration, operation, maintenance and management of the Condominiums as an entity, are necessary and essential for the promotion and preservation of the condominium method of ownership of the Condominiums and the protection of property values therein, including the value of APARTMENT UNITS.

NOW, THEREFORE, in consideration of the mutual covenants herein made, the parties agree as follows:

1. Definitions: The terms used herein shall have the meanings set forth in the Condominium Act (Florida Statutes Chapter 711 as amended) and Declarations of Condominium of the Condominiums unless the context requires otherwise.

2. Employment. The Association does hereby employ the Manager as the exclusive manager of all property, submitted to condominium form of ownership within CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES and the Manager does hereby accept such employment.

REC-209-809

3. Term. Unless sooner terminated as elsewhere herein provided, this Agreement shall be in effect from the date hereof through December 31, 1997, and thereafter shall continue to renew itself for three (3) year periods unless a party hereto shall give the other written notice of termination not less than three (3) months prior to the date of renewal, provided, however, this Agreement, covering the management of a two phase project as above stated, is subject to cancellation in accordance with the provisions of Florida Statutes Chapter 711, as amended, as same may be applicable to this Agreement. Termination of the Association and/or the Condominiums, entirely or in part, shall not terminate this Agreement, but shall so operate to make such APARTMENT UNIT owner bound hereby to the same extent as if an original signatory to this Agreement in the place and stead of the Association.

4. Powers and Duties of Manager. The Manager, to the exclusion of all persons, firms and entities, including the Association and its members, shall have, and there are hereby delegated to the Manager, all of the powers and duties of the Association as set forth in the Declarations of Condominium, Articles of Incorporation of the Association, and its By-Laws. Among such powers and by way of illustration and not of limitation, the Manager shall:

(a) Confer: Confer freely and fully with the Directors of the Association when so requested by them in connection with the performance of the Manager's duties. The Association shall give sufficient notice of, and invite the Manager to attend all of, the Association's Directors', Members', and Committee meetings.

(b) Employees: Select, employ, supervise, direct and discharge, in its absolute discretion, in its name and/or in the name of the Association, as the Manager shall determine, such persons as it may require to fulfill the duties hereunder.

(c) Collect Assessments: Collect all regular and special assessments from the Association's members. The Association hereby authorizes the Manager to request, demand, collect, receive and receipt for any and all assessments and charges which may be due the Association and to take such action in the name of the Association by way of making, recording, satisfying, foreclosing the Association's lien therefor, or by way of other legal process or otherwise, including compromise and settlement thereof in the sole discretion of the Manager, as may be required for the collection of such assessments. As a standard practice, the Manager shall furnish the Association with an itemized list of all delinquent accounts immediately following the 20th day of each month.

(d) Repairs and Maintenance: Cause the grounds, lands, appurtenances of the Condominiums and those portions of the Common Elements and Limited Common Elements to be maintained and repaired by the Association as set forth in, and to the extent required by, the Declarations of Condominium to be maintained and repaired, including

11
2075
816

landscaping, re-landscaping, pool maintenance and repair, elevator maintenance and repair, if any, painting, roofing, cleaning and such other normal maintenance and repair work as may be necessary. For any one item of repair, replacement or refurbishing, the expense incurred shall not exceed the sum of TEN THOUSAND DOLLARS (\$10,000.00), unless specifically authorized by the Directors of the Association, excepting, however, that emergency repair involving manifest danger to persons or property, or immediately necessary for the preservation and safety of the property, or for the safety of persons, or required to avoid suspension of any necessary service to the Condominiums may be made by the Manager, irrespective of the above limitation. Notwithstanding this authority as to emergency repairs, it is understood the Manager will, if at all possible, confer immediately with the Association regarding the emergency expenditures.

(e) Laws: Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and all appropriate governmental authority.

(f) Purchase: Purchase equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Condominiums, as aforesaid. Purchases shall be made in the name of the Manager, or in its discretion, in the name of the Association. When making purchases the Manager shall make reasonable effort to obtain the best price available, all factors considered.

(g) Insurance: Cause to be placed or kept in force all insurance required or permitted in the Declarations of Condominium to be kept or placed by the Association; act as agent for the Association, each APARTMENT UNIT Owner, and for each owner of any other insured interest to adjust all claims arising under insurance policies purchased by the Association; bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payment of claims; and otherwise exercise all of the rights, powers and privileges of the Association, and each owner of any other insured interest in Condominium property as an insured under such insurance policies.

(h) Association's Records: Maintain the Association's Minute Books, membership list, give notice to appropriate parties of Members' and Directors' meetings, and maintain all financial record books, accounts and other records required to be kept by the Association, by the Condominium Act, the Declarations of Condominium or by the By-Laws of the Association; and issue statements of accounts to members, their mortgagees and lienors, without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Manager and shall be available for inspection at all reasonable times by the Association's Directors. As a standard procedure, the

118 3 667 11

Manager shall render to the Association a statement of its receipts and accounts for each calendar year no later than the April 1st next thereafter. The Manager shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Association shall have the right to an external independent audit provided the cost for the same shall be borne by the Association, which shall employ such auditor directly and provided further that the external independent auditor is acceptable to the Manager, whose acceptance may not be unreasonably withheld. Such independent audit shall be at the office of the Manager.

(i) Manager's Records: Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Manager and the disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for inspection by the Association's Directors, not more frequently than once a calendar year.

(j) Reserves: Establish reserves for the payment of any and all costs and expenses of the Association to be disbursed by the Manager hereunder. Should the Association, itself, decide to fund special reserve accounts, the Manager shall collect and account for such funds and disburse the same on the directions of the Association.

(k) Funds: Deposit all funds collected from the Association's members or otherwise accruing to the Association, in a bank account or accounts of the Manager, in banks and/or savings and loan associations selected by the Manager, provided such account or accounts shall be covered by F.D.I.C. insurance with suitable designation indicating their source, which accounts may be maintained separate from, or co-mingled with similar funds collected by the Manager on behalf of any Condominium created within the project or elsewhere.

(l) Budget: Prepare an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new year based upon the then current schedule of monthly assessments and taking into account the general condition of the Association and the Condominiums which budget shall comply to the requirements of the By-Laws, contain a statement from the Manager outlining a plan of operation and reasonably justifying the estimates in connection therewith, and be submitted to the Association in final draft at least forty-five (45) days prior to the commencement of the new year for which it has been made.

(m) Experts: Retain and employ attorneys at law, certified public accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties and exercise its powers hereunder. The foregoing shall not be a limitation upon the right of the Association to employ such professionals and experts on its own

#2398 812

account as it may desire, but the employment of the same by the Association shall in no way affect the Manager's right to employ and continue the employment of the professionals and experts which it has or will employ, nor shall the same in any way relieve the Association of its obligation to pay its share of the cost of professionals and experts retained by the Manager, as elsewhere herein provided. The Manager has and will continue to retain certified public accountants for the purpose of supervising and auditing its books and records and the accounts and records of the Association, the preparation of budgets, and for such other work for which the services of a certified public accountant are necessary or advisable. The Manager has retained and will continue to retain attorneys at law for the purpose of affording it legal counsel, advice and representation in and about the exercise of its powers, duties and functions hereunder.

(n) Approval of Transfer and Leases: Investigate all applications for approval in connection with transfers or leases of APARTMENT UNITS and report the findings of such investigations and make recommendations as to approval or disapproval to the Directors of the Association for their action; and shall charge the Owner desiring to convey or lease reasonable fees in connection with the said investigation and recommendation and for the administrative duties involved in any such transfer or lease.

(o) Access: Have access to the Common Elements and Limited Common Elements of the Condominiums at all times and, further, access to each APARTMENT UNIT during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Element or Limited Common Element contained therein or accessible therefrom, or for the making of emergency repairs therein necessary to prevent damage to the Common Elements, Limited Common Elements, or any other APARTMENT UNIT, or APARTMENT UNITS.

(p) Rules and Regulations Relevant to Common Elements, Recreational Facilities, Etc.: Enforce the Rules and Regulations incorporated with the Condominium documentation; and supervise, operate, control, manage and maintain at all times the recreational facilities and from time to time promulgate and adopt such additional Rules and Regulations as it deems advisable, in its sole discretion, and repeal or amend all such Rules and Regulations, covering the use of recreational facilities and the use and occupancy of the Common Elements and APARTMENT UNITS; and enforce same; and determine, in its sole discretion, all activities and programs to be carried on in the recreational facilities, and shall employ the personnel required therefor as it determines in its sole discretion. The Manager shall determine whether or not and on what basis the services of a Social Director should be obtained, and the cost and expense thereof shall be deemed a part of the Common Expense Budget. The Manager shall determine, in its sole discretion, the number of the security personnel, if any, and the times when they shall be on duty, and the cost and expense of same shall be deemed a part of the Common Expense, or

#2598 a 813

Carrollwood Village Fairway Townhouses Maintenance Budget. The Manager shall determine, promulgate and enforce (subject to local government regulations) Rules and Regulations as to the parking areas and control of traffic.

(q) Alterations and Additions: Cause such alterations and/or additions to the Common Elements or Limited Common Elements of Condominium property and the recreation facilities to be made as authorized by the Board of Directors of the Association and its members where required pursuant to and in accordance with the Declarations of Condominium and Exhibits attached thereto, including the By-Laws. As to the foregoing, the Manager shall be paid for the cost of its personnel and overhead, materials and equipment in regard thereto, and any and all contractors, sub-contractors or materialmen as are required therefor, plus a sum to be paid to the Manager for its services in this regard, which sum is equal to twenty per cent (20%) of the total cost of such alteration or addition. The aforesaid sum payable to the Manager shall be due and payable to the Manager over and above the Manager's fee under this Management Agreement as hereinafter set forth. In addition, the Manager shall, in its sole discretion, approve or disapprove any and all alterations, additions, or other modifications sought to be made to the APARTMENT UNITS by the owners or owner thereof.

REV 2-5-95 to 814

(r) Right to Sub-Lease and Grant Licenses and Concessions, etc.: Sub-let or enter into agreements on behalf of the Association for the use of such space and upon such terms and conditions and for such purpose as the Manager determines in his sole discretion, within the Common Elements including recreational facilities of the Condominiums, and by agreement grant concessions and licenses to such persons and firms as it may select to provide facilities and services as to and within said Common Elements and servicing the APARTMENT UNITS, such as, for example, cable television reception system, inter-communication system, and other electronic devices and facilities, and cause the cost thereof to be included in the assessments levied against the APARTMENT UNITS and the owners thereof, and cause coin vending machines and coin operated equipment and pay telephones to be installed within said Common Elements and to purchase same on behalf of and at the cost and expense of the Association, or rent same, or enter into agreements regarding same. However, all income derived by the Manager from the foregoing shall inure to the benefit of the Association, and all expenses appertaining thereto shall likewise be borne by said Association. The Manager shall determine, if appropriate, whether or not to enter into an agreement so as to provide a doorman, guest and valet parking, and attendant services thereto, for the benefit of the parties to this Agreement, and their members, under such terms and conditions as it deems advisable in its sole discretion. The parties hereto recognize that space may be sublet or agreements may be entered into as to said space, or agreements, concessions and licenses may be entered into to

provide facilities and services as specified herein for a very nominal or no compensation whatsoever. The Manager may enter into same in its sole discretion, and the Manager shall use its best judgment; however, the Manager shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for. The Manager may use such portion of space in the Condominiums for a Manager's office as the Manager determines in its sole discretion without compensation therefor.

(s) Casualty Loss: If maintenance or restoration of the Condominium property, or any portion thereof, including any APARTMENT UNIT, APARTMENT UNITS and/or the Common Elements, is required, due to loss by Act of God, or other cause, which is other than normal wear and tear, and which loss is less than "very substantial", as defined in the Declarations of Condominium, then in such event, the Manager shall undertake to repair and restore said loss. The Manager shall be authorized and empowered to determine, assess, charge and levy the cost of repairing and restoring such loss among the APARTMENT UNIT Owners in such proportions as it deems advisable, notwithstanding the fact that such loss or damage, was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the cost of the Manager's personnel and overhead, materials and equipment, and any and all other contractors, sub-contractors, or materialmen, as are required, plus a sum to be paid the Manager for his services in this regard, which sum is equal to twenty per cent (20%) of the total cost of such repair. The aforesaid sum, payable to the Manager, shall be due and payable to the Manager over and above the Manager's fee under this Management Agreement, as hereinafter set forth. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total cost of said repair and restoration, in such proportions as hereinabove set forth in this paragraph. It shall be presumed that the first moneys distributed in payment of cost of repairs and restoration shall be from insurance proceeds, where such are received, and then from assessments collected, and should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the APARTMENT UNIT Owners, as provided in the Declarations of Condominium. Should any or all Condominiums suffer greater loss or damage than above described, the decision to restore and repair, or abandon and terminate the Condominiums, shall be made solely by the APARTMENT UNIT Owners pursuant to the Declarations of Condominium. Should the APARTMENT UNIT Owners vote to terminate the Condominium, it shall be terminated, as provided in said Declarations of Condominium. Should the APARTMENT UNIT Owners vote to restore and repair the Condominiums, the Manager shall cause said repairs and restoration to be made, and determine, assess, charge and levy the cost thereof, as previously provided

ME 2598 & 815

in this paragraph.

5. Assessments. Until the Association shall change the same, the prorata share of monthly assessments of APARTMENT UNIT Owners shall be as set forth in the Declarations of Condominium. The Association agrees that it will not reduce such assessments so that the amounts produced thereby are less than the amounts necessary to pay all items set forth in the Declarations. It is specifically understood that the Manager does not undertake to pay the same from his own funds and shall only be required to perform his services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association shall be sufficient to pay the costs and expenses of such service and the amounts of such disbursement. If it shall appear to the Manager that the assessments and other revenue, if any, of the Association is insufficient to pay the same and adequately to fund reserves, the Manager shall so notify the Association in detail of the fact and request the Association to increase the monthly assessments. Failure on the part of the Association to do so within a reasonable time may, at the option of the Manager, be construed as a breach of this Agreement. The Association shall aid and assist the Manager in any reasonable manner requested by the Manager as to the collection of assessments, and the said Association shall further aid and assist the Manager in any reasonable manner required by the Manager so as to simplify the method of collecting the monthly assessments or special assessments due from APARTMENT UNIT Owners.

6. Manager's Compensation. It is specifically understood and agreed that the Manager shall perform all of the services required of him hereunder at no cost or expense whatever to itself, but solely at the cost and expense herein provided. As compensation, fee and profit for its services hereunder, the Manager shall receive a net fee, free of all charges and expenses of ten per cent (10%) of assessments of every kind levied by the Association, except that the total of such assessments shall be reduced by the Association's share of the cost and expenses of the Manager in the employment of certified public accountants and attorneys at law, and to the end and extent that the Manager shall not directly or indirectly recover any compensation, fee or profit on the charges and fees of such professional services, and except that the Manager's compensation shall be based only upon the assessments collected from Owners' APARTMENT UNITS and not APARTMENT UNITS owned by the Developer.

7. Apartment Units. This Agreement does not contemplate nor is the Manager responsible for or required to perform the upkeep and repair of that property of the Condominiums, the responsibility for which under the Declarations is that of an APARTMENT UNIT owner. However, Manager may, in its absolute discretion, perform such maintenance and repair services for and to an APARTMENT UNIT as may be required and shall charge such APARTMENT UNIT Owner a reasonable charge therefor, which charge, if unpaid, may be enforced by the imposition of a lien as herein and in the Declarations of Condominium provided.

8. Suspension. Without in any way limiting the rights and remedies of the Association and the Manager, the Manager shall have the right, in its sole discretion, and without waiving any remedies available to it hereunder or under the Declarations of Condominium and all other

appropriate documents, all of which remedies are cumulative, to suspend any APARTMENT UNIT Owner and/or authorize user of the recreation facilities from the use of such recreation facilities for any breach of the terms of the applicable Declarations of Condominium, including Exhibits annexed thereto, to be performed by such APARTMENT UNIT Owner, or for any infraction of the promulgated Rules and Regulations as same may be in effect from time to time. During any period of suspension, there shall be no reduction in the assessments due and payable from said APARTMENT UNIT Owner. Further, should an APARTMENT UNIT Owner fail to pay an assessment within ten (10) days after its due date, the Manager may deny to the APARTMENT UNIT Owner and/or the authorized user thereof, the recreation facilities and the use and enjoyment of the said facilities until such time as said assessments are paid.

9. Use of Recreation Facilities. Use of the recreation facilities shall be limited to APARTMENT UNIT Owners in the Condominiums together with spouse and other members of said APARTMENT UNIT Owner's immediate family who are in residence in such APARTMENT UNIT, and such other persons and under such terms and conditions as the Manager determines in his sole discretion.

10. Interference. The Association shall not interfere nor permit, allow or cause any of its officers, Directors or members to interfere with the Manager in the performance of its duties, or the exercise of any of its powers hereunder.

11. Allocation Among Associations, etc. The parties recognize that the Manager may be performing similar services to the services performed hereunder for other condominiums, condominium associations and entities and will be administering, operating, managing and maintaining such other property. Therefore, to require the Manager to cost-account with regard to each Condominium and entity and between the Association and other persons in interest as to other properties managed by the Manager would substantially increase the cost of administration hereunder, the burden of which is said Association's and its members' in part. Accordingly, the Manager is hereby granted the power to allocate to the Association and its members, its and their appropriate and fair share of such costs and expenses as are general, and as to those which are not general, to charge the same to the appropriate party or parties on such weighted basis as the Manager deems fair and equitable.

12. Exculpation. The Manager shall not be liable to the Association and its members, for any loss or damage not caused by the Manager's own gross negligence or willful misconduct, and said Association and its members will, and do hereby, indemnify and save harmless the Manager from any and all such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Condominiums, their Common Elements, and APARTMENT UNITS, from any cause whatsoever, unless such injury shall be caused by said Manager's own gross negligence or willful misconduct.

13. Special Services and Additional Individual Assessments. The Manager shall be authorized to assess an APARTMENT UNIT Owner for those items of special assessments as set forth in the Declarations of Condominium and the Exhibits attached to said Declarations and in this Agreement, i.e., maintenance, repairs or replacements caused by the negligence or abuse by an APARTMENT UNIT Owner, his family, servant,

#2595 817

guests or invitees, or lessees; or by failure of an APARTMENT UNIT Owner to maintain those portions of his APARTMENT UNIT and Limited Common Elements assigned to his UNIT as he is required to repair and maintain; or by violation of the provisions of the applicable Declarations of Condominium and Exhibits attached thereto which require the correction of same by the Manager, and/or which increase the cost of maintenance and/or repair upon the Manager, or increase insurance rates and premiums, etc. The Manager is further authorized to assess an APARTMENT UNIT Owner for special assessments for guests or invitees of said APARTMENT UNIT Owner, whether in residence in the Condominiums or not, as to their use of the recreation facilities, or for services, purchases, rental of equipment or otherwise, in the recreation facilities of the Condominiums, including doormen, guests and valet parking, and allied services, if any, and for any other special services or charges agreed upon between the APARTMENT UNIT Owner and the Manager, i.e., providing special services on behalf of and at the request of the APARTMENT UNIT Owner, such as putting up the APARTMENT UNIT Owner's approved storm shutters, if any, or providing personal services within the APARTMENT UNIT Owner's unit, or providing a service or reporting information on behalf of an APARTMENT UNIT Owner as may be required by said APARTMENT UNIT Owner's permitted mortgagee. The Manager shall be under no duty or obligation to perform such personal services. Items of special assessments referred to herein shall be a lien upon the appropriate APARTMENT UNIT and said lien shall be enforceable in the same manner as liens for common expenses are enforceable against APARTMENT UNITS. The Manager may specially assess commercial area owners or lessees pursuant to the provisions of the Declarations of Condominium to which this Management Agreement pertains.

14. Default.

(a) By the Association. If the Association or its members shall interfere with the Manager in the performance of its duties and the exercise of its powers hereunder, or if the Association shall fail to promptly do any of the things required of it hereunder, including but not limited to the assessment of its members in amounts sufficient to defray in full the Manager's cost and expenses as herein defined, and to otherwise pay all of the sums mentioned in the Declarations, then the Manager, thirty (30) days after having given written notice to the Association of said default, by delivering said notice to any member of the Association, may declare this Agreement in default unless such default is cured by the Association within thirty (30) days after such notice. Upon default, the Manager may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the Association for damages and/or specific performance and/or such other rights and remedies as it may have. All of such rights of the Manager upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

(b) By the Manager. Failure by the Manager to substantially perform its duties and obligations under this Agreement for a continuous period of sixty (60) days after written notice of default from the Association, specifying the default complained of, shall be grounds for the Association's cancellation

14-2598
818

of this Agreement

15. Assignment. The Manager may assign this Agreement, as long as the Assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement, and upon such assumption, the Manager shall be released from any and all obligations hereunder. Said Assignment shall be duly recorded in the Public Records of Hillsborough County, Florida, and notice of same, together with an executed duplicate of said Assignment shall be delivered to the said Association by certified mail or its equivalent. The Manager may also subcontract all or portions of its duties and powers under this Management Agreement.

16. Severability. If any section, subsection, sentence, clause, phrase or word of this Agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portion of this Agreement, and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein, and the remainder of this Agreement after the exclusion of such parts shall be deemed and held to be valid as if such excluded parts had never been included herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Joseph B. Cope
Marcia B. Lange
As to Association

Joseph B. Cope
Marcia B. Lange
As to Manager

CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES
CONDOMINIUMS ASSOCIATION, INC.

BY: [Signature]
President.

ATTEST: Charles E. Gumbly
Secretary.

"ASSOCIATION"

CARROLLWOOD VILLAGE MANAGEMENT CORP.

BY: [Signature]
President.

ATTEST: Charles E. Gumbly
Secretary.

"MANAGER"

RECEIVED
JUL 25 1981

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 22nd day of December,
1972, before me personally appeared MATT M. JETTON
and CHARLES E. JUENGLING respectively President and
Secretary of CARROLLWOOD VILLAGE FAIRWAY TOWNHOUSES
CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit under
the laws of the State of Florida, to me known to be the persons
described in and who executed the foregoing Agreement, and severally
acknowledged the execution thereof to be their free act and deed for
the uses and purposes therein mentioned, and that they affixed thereto
the official seal of said corporation.

WITNESS my hand and official seal the date aforesaid.

Joseph B. Copen
NOTARY PUBLIC
MY COMMISSION EXPIRES Nov 19, 1975

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 22nd day of December,
1972, before me personally appeared MATT M. JETTON
and CHARLES E. JUENGLING respectively President and
Secretary of CARROLLWOOD VILLAGE MANAGEMENT CORP., a
corporation under the laws of the State of Florida, to me known to
be the persons described in and who executed the foregoing Agreement,
and severally acknowledged the execution thereof to be their free
act and deed as such officers, for the uses and purposes therein
mentioned; and that they affixed thereto the official seal of said
corporation.

WITNESS my hand and official seal the date aforesaid.

Joseph B. Copen
NOTARY PUBLIC
MY COMMISSION EXPIRES Nov 19, 1975

128 2095 8211

From the Center of Section 9, Township 28 South, Range 18 East, Hillsborough County, Florida run S. 89°48'30" W. 180.00 feet along the center line of Stall Road to the intersection of Carrollwood Village Drive; run thence N. 00°22'08" W. along the centerline of Carrollwood Village Drive 380.63 feet, continue along said centerline Northwesterly 397.63 feet along the arc of a curve concave to the Southwest (R=325.00 feet; Delta=70°06'02"; Ch=373.29'; C.B.=N. 35°25'09" W;) to the intersection of Palmwood Lane; run thence N. 19°31'50" E. along the centerline of Palmwood Lane 47.52 feet; run thence N. 70°28'10" W. 50.00 feet to the Point of Beginning on the Westerly right-of-way of Palmwood Lane; run thence Southwesterly along the arc of a curve concave to the Northwest 34.30 feet; (R=25.00 feet; Delta=78°37'01"; Ch. 31.67 feet; C.B.=S. 58°50'21" W;); run thence Southwesterly along the arc of a curve concave to the Southeast and the Northerly Right-of-Way line of Carrollwood Village Drive 181.99 feet (R=355.00 feet; Delta=29°22'19"; Ch.=180.00 feet; C.B.= S. 83°27'41" W;); run thence N. 14°38'39" W. 193.86 feet, run thence N. 57°14'46" W., 397.00 feet; run thence N. 35°31'38" W. 535.80 feet; run thence N. 13°04'03" W. 113.00 feet to the Southerly Right-of-Way line of Fletcher Avenue; run thence along the Southerly Right-of-Way of Fletcher Avenue Southeasterly along the arc of a curve concave to the Southwest 500.40 feet (R=1200.00 feet; Delta=23°53'32"; Ch.=496.78 feet; C.B. S. 68°43'16" E;); run thence along said Southerly Right-of-Way N. 56°46'30" W. 436.83 feet; continue along said Right-of-Way Southeasterly along the arc of a curve concave to the Northeast 235.58 feet (R=1293.64 feet; Delta=10°26'02"; Ch.=235.25 feet; C.B.=S. 61°59'31" E;); run thence Southeasterly along the arc of a curve concave to the Southwest 37.85 feet (R=25.00 feet; Delta=61°44'22" Ch.=34.34 feet; C.B.=S. 23°50'21"E;) to the Westerly Right-of-Way of Palmwood Lane; run thence along the Westerly Right-of-Way of Palmwood Lane S. 19°31'50" W. 371.48 feet to the Point of Beginning.

at 2095 - 821

EXHIBIT A